Form No. DMB 234 (Rev. 1/96) AUTHORITY: Act 431 of 1984 COMPLETION: Required PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET **PURCHASING OPERATIONS** P.O. BOX 30026, LANSING, MI 48909

December 16, 2008

530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 4 TO CONTRACT NO. 071B3001392 between THE STATE OF MICHIGAN and

NAME & ADDRESS OF VENDOR TELEPHONE Renee Owings (517) 327-2280 VENDOR NUMBER/MAIL CODE Integris Inc. d.b.a. Bull Services 822 Centennial Way, Suite 100 BUYER/CA (517) 373-3993 Lansing, MI 48917 **Dale Reif** Renee.owings@bull.com Contract Administrator Prequalified IT Devices for Data Warehouse – Department of Information Technology CONTRACT PERIOD: From: September 1, 2003 To: June 1, 2009 **TERMS SHIPMENT** Net 45 Days N/A F.O.B. SHIPPED FROM N/A Destination MINIMUM DELIVERY REQUIREMENTS N/A

NATURE OF CHANGE (S):

Effective immediately, this contract is hereby EXTENDED to June 1, 2009. All other terms and conditions remain the same.

AUTHORITY/REASON:

Vendor agreement and approval by State Ad Board on 12/2/2008. .

STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET **PURCHASING OPERATIONS** P.O. BOX 30026, LANSING, MI 48909

November 19, 2008

530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 3 TO CONTRACT NO. 071B3001392 between THE STATE OF MICHIGAN and

NAME & ADDRESS OF VENDOR	TELEPHONE Renee Owings		
	(517) 327-2280		
Integris Inc. d.b.a. Bull Services	VENDOR NUMBER/MAIL CODE		
822 Centennial Way, Suite 100			
Lansing, MI 48917	BUYER/CA (517) 373-3993		
	Dale Reif		
Renee.owings@bull.com			
Contract Administrator			
Prequalified IT Devices for Data Warehouse – Department of Information Technology			
CONTRACT PERIOD: From: September 1, 2003 To: March 1, 2009			
TERMS SHIPMENT			
Net 45 Days N/A			
F.O.B.	SHIPPED FROM		
Destination N/A			
MINIMUM DELIVERY REQUIREMENTS			
N/A			

NATURE OF CHANGE (S):

Effective immediately, this contract is hereby EXTENDED to March 1, 2009. All other terms and conditions remain the same.

AUTHORITY/REASON:

Vendor agreement dated 11/5/2008 and approval by DMB Purchasing Operations and State Ad Board on 11/5/2008. .

STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET **PURCHASING OPERATIONS** P.O. BOX 30026, LANSING, MI 48909

August 14, 2007

530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 2 TO CONTRACT NO. 071B3001392 between THE STATE OF MICHIGAN and

NAME & ADDRESS OF VENDOR	TELEPHONE Renee Owings			
	(517) 327-2280			
Integris Inc. d.b.a. Bull Services	VENDOR NUMBER/MAIL CODE			
822 Centennial Way, Suite 100				
Lansing, MI 48917	BUYER/CA (517) 373-3393			
	Dale Reif			
Renee.owings@bull.com				
Contract Administrator				
Prequalified IT Devices for Data Warehouse – Department of Information Technology				
CONTRACT PERIOD: From: September 1, 2003 To: September 1, 2008				
TERMS SHIPMENT				
Net 45 Days N/A				
F.O.B.	SHIPPED FROM			
Destination N/A				
MINIMUM DELIVERY REQUIREMENTS				
N/A				

NATURE OF CHANGE (S):

Effective September 1, 2007, the remaining option on this contract is hereby exercised to EXTEND the contract period to September 1, 2008. All other terms and conditions remain the same.

AUTHORITY/REASON:

Agency request, vendor agreement dated 8/1/2007 and approval by DMB Purchasing Operations.

STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET **ACQUISITION SERVICES** P.O. BOX 30026, LANSING, MI 48909

August 1, 2005

530 W. ALLEGAN, LANSING, MI 48933

CHANGE NOTICE NO. 1 TO CONTRACT NO. 071B3001392 between THE STATE OF MICHIGAN and

NAME & ADDRESS OF VENDOR		TELEPHONE Renee Owings
		(517) 327-2280
Integris Inc. d.b.a. Bull Services		VENDOR NUMBER/MAIL CODE
822 Centennial Way, Suite 100		
Lansing, MI 48917		BUYER/CA (517) 373-3393
Renee.owing	s@bull.com	Dale Reif
Contract Administrator		
Prequalified IT Devices for Data Warehouse	e – Departme	nt of Information Technology
CONTRACT PERIOD: From: September	1, 2003	To: September 1, 2007
TERMS	SHIPMENT	
Net 45 Days		N/A
F.O.B.	SHIPPED FR	ОМ
Destination		N/A
MINIMUM DELIVERY REQUIREMENTS	_	
N/A		

NATURE OF CHANGE (S):

Effective immediately, this contract is hereby EXTENDED through September 1, 2007. All other terms and conditions remain the same.

PLEASE NOTE: The buyer has been CHANGED to Dale Reif.

AUTHORITY/REASON:

Per DMB/Acquisition Services.

Form No. DMB 234 (Rev. 1/96) AUTHORITY: Act 431 of 1984 COMPLETION: Required PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET ACQUISITION SERVICES P.O. BOX 30026, LANSING, MI 48909

October 9, 2003

530 W. ALLEGAN, LANSING, MI 48933

NOTICE
TO
CONTRACT NO. 071B3001392
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR		TELEPHONE Tom Patrick	
		(517) 327-2280	
Integris Inc. d.b.a. Bull Services		VENDOR NUMBER/MAIL CODE	
822 Centennial Way, Suite 100			
Lansing, MI 48917		BUYER (517) 335-4804	
tom.patrick@	bull.com	Doug Collier	
Contract Administrator: Norm Buckwalter			
Prequalified IT Devices for Data Warehouse – Department of Information Technology			
CONTRACT PERIOD: From: September 1, 2003 To: September 1, 2005			
TERMS	SHIPMENT		
Net 45 Days		N/A	
F.O.B.	SHIPPED FR	OM	
Destination		N/A	
MINIMUM DELIVERY REQUIREMENTS			
N/A			

The terms and conditions of this Contract are those attached to this Contract.

Estimated Contract Value: \$1,000,000.00

Form No. DMB 234 (Rev. 1/96) AUTHORITY: Act 431 of 1984 COMPLETION: Required PENALTY: Contract will not be executed unless form is filed

STATE OF MICHIGAN DEPARTMENT OF MANAGEMENT AND BUDGET ACQUISITION SERVICES P.O. BOX 30026, LANSING, MI 48909 OR 530 W. ALLEGAN, LANSING, MI 48933

CONTRACT NO. 071B3001392 between THE STATE OF MICHIGAN

and				
NAME & ADDRESS OF VENDOR		TELEPHONE Tom Patrick		
		(517) 327-2280		
Integris Inc. d.b.a. Bull Services		VENDOR NUMBER/MAIL CODE		
822 Centennial Way, Suite 100				
Lansing, MI 48917		BUYER (517) 335-4804		
		Doug Collier		
Contract Administrator: Norm Buckwalter				
Prequalified IT Devices for Data Warehouse	•	nt of Information Technology		
CONTRACT PERIOD: From: September		To: September 1, 2005		
TERMS	SHIPMENT			
Net 45 Days		N/A		
F.O.B.	SHIPPED FRO			
Destination		N/A		
MINIMUM DELIVERY REQUIREMENTS				
N/A				
MISCELLANEOUS INFORMATION:				
The terms and conditions of this Contract ar	e those attacl	ned to this Contract.		
Estimated Contract Value: \$1,000,000.00				
All towns and conditions of the invitation (a)	 	a mant have of		
All terms and conditions of the invitation to	pia are made	a part nereot.		

Reference: ITB 071I3000003

FOR THE VENDOR:	FOR THE STATE:
Integris Inc. d.b.a. Bull Services	
Firm Name	Signature
	Anthony J. DesChenes, Acting Director
Authorized Agent Signature	Name
· ·	Strategic Business Development
	Acquisition Services
Authorized Agent (Print or Type)	Title
Date	Date

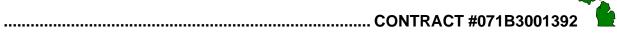




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I-X	DELEGATION	
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I-Z	WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT	
I-AA	MODIFICATION OF SERVICE	
I-BB	NOTICES	
I-CC	ENTIRE AGREEMENT	
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ATTACHMENTS

- A. Technical Proposal (Excerpts)B. Examples of Poor PerformanceC. Pricing

EXHIBIT A -Tier 2 Work Request Process

Definitions and Acronym Glossary

- A. **Acquisition Services:** Department of Management & Budget, Acquisition Services; the procurement authority for the Executive Branch Department in State government.
- B. **Normal Business Days and Hours:** Monday through Friday, 7:00 a.m. to 6:00 p.m., Eastern Standard Time, except for holidays observed by the State of Michigan.
- C. **CUSTOMER:** Michigan Department of Information Technology (DIT) and individual State departments that have received the prior approval of DIT or member of the State of Michigan Extended Purchasing Program (EPP) on whose behalf Primary Contracts are eventually procured as a result of this RFP.
- D. **DIT:** State of Michigan, Department of Information Technology
- E. **DMB:** State of Michigan, Department of Management & Budget
- F. **EPP:** Extended Purchasing Program; Acquisition Services extends its services to any city, village, county, township, school district, intermediate school district, non-profit hospital, institution of higher education, community or junior college. This program is called the Extended Purchasing Program.
- G. **JEC:** Joint Evaluation Committee; the team of individuals charged with evaluating the proposals submitted.
- H. **OFM:** State of Michigan, Office of Financial Management
- I. **PCVL:** Primary Contract Vendor Listing
- J. **Pre-Qualified Vendor:** Vendors who have been selected through this RFP and who have signed Contracts to potentially provide DIT with IT Services.
- K. **RFP:** The Request for Proposal as well as all addenda used as a solicitation document in this procurement, as well as all amendments and modifications thereto.
- L. **Software:** the object code version of computer programs and any related documentation, excluding maintenance diagnostics. Software also means the source code version, where provided by Vendor.
- M. Contractor: Integris Inc., d.b.a. Bull Services, its employees and agents. "Contractor" also includes any firm, provider, organization, individual, or other entity performing services under this Contract. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this Contract.
- N. **Work Contract:** a contractual document (supplemental to the Primary Contract) issued by DIT or an EPP participant and signed with a pre-qualified vendor as a result of the second tier work request process. A Work Contract generally contains a specific description of work/tasks to be performed by the vendor staff, period of performance, costs or hourly rate(s), deliverables, etc.
- O. **Work Request:** a solicitation document developed and issued by the DIT or an EPP participant to pre-qualified vendors to request proposals. The document identifies the statement of work, period of performance, and any special terms and conditions, etc.
- P. **Primary Contract:** the main contractual agreement that identifies the Terms and Conditions that both parties are in agreement on.



SECTION I—TERMS AND CONDITIONS

I-A PURPOSE

The goal of this contract is to establish a pool of vendors to bid on second tier work requests in the information technology (IT) service category listed on the cover page of this contract. To be included in the pool, pre-qualified vendors will be required to sign this Primary Contract with Acquisition Services. After the signing of the Primary Contracts and the creation of the qualified vendor pool, Acquisition Services and DIT will conduct mandatory training for all qualified vendors on the streamlined, second tier, competitive contract selection process under which future Work Contracts may be awarded.

The Primary Contracts and any resulting Work Contracts will be written so as to incorporate by reference all the terms of this contract. DIT will advise Acquisition Services of any additional terms and conditions within their specific Work Request. There is no stated or implied guarantee that Work Contracts will be awarded to any pre-qualified vendor(s) by the SOM.

The second tier work request process will be initiated by DIT as specific needs arise. DIT after formalizing a comprehensive work statement will facilitate the second tier selection process for each contracting effort. The Work Request Template (see Exhibit B) will identify the statement of work, period of performance, deliverables, specific response information required, and any special terms and conditions. DIT will identify the category of service and Acquisition Services will send out the solicitation to all pre-qualified vendors in that specific category. These vendors will respond directly to Acquisition Services within the timeframe specified in the Work Request. DIT will evaluate the responses and determine the vendor that will provide the best overall value for their work request.

I-B TERM OF CONTRACT

The State of Michigan is not liable for any cost incurred by any bidder prior to signing of a Contract by all parties. The activities to be provided through Pre-Qualified IT Services Contract Vendors in the proposed Contract cover the period September 1, 2003 through September, 1, 2005. Acquisition Services, after consultation with DIT, may offer to extend the contracts for up to three (3) additional one-year periods or other portions thereof as is deemed in the best interest of DIT. Any extension will be subject to mutual agreement between Acquisition Services and the Contractor. The State fiscal year is October 1st through September 30th. The prospective Contractor should realize that payments in any given fiscal year are contingent upon enactment of legislative appropriations.

Acquisition Services, upon request of DIT, reserves the right, at its sole discretion, to expand the prequalified vendor pool in any or all categories of service if it is deemed to be in the best interest of the State. Acquisition Services and DIT intend to review and assess this need at least annually.

I-C ISSUING OFFICE

This Contract is issued by the State of Michigan, Department of Management and Budget (DMB), Acquisition Services, hereafter known as Acquisition Services, for the State of Michigan, **Department of Information Technology (DIT).** Where actions are a combination of those of Acquisition Services and **DIT**, the authority will be known as the State.

Acquisition Services is the sole point of contact in the State with regard to all contractual matters relating to the services described herein. Acquisition Services is the only office authorized to change, modify, amend, alter, clarify, etc., the prices, specifications, terms, and conditions of this Contract. Acquisition Services will remain the SOLE POINT OF CONTACT throughout the contractual process, until such time as the Director of acquisitions shall direct otherwise in writing. All communications concerning prices, specifications, terms and conditions must be addressed to:



Doug Collier. Buver CPPB

Strategic Purchasing DMB, Acquisition Services 2nd Floor, Mason Building P.O. Box 30026 Lansing, MI 48909

E-mail: collierd1@michigan.gov

I-D CONTRACT ADMINISTRATOR

The person listed below will administer the Contract on a day-to-day basis during the term of the Contract. However, administration of this Contract implies no authority to change, modify, clarify, amend, or otherwise alter the prices, terms, conditions, and specifications of such Contract. That authority is retained by Acquisition Services. The Contract Administrator for this project is:

Norm Buckwalter

Department of Information Technology 105 West Allegan Lansing, MI 48913 E-mail: BuckwalterN@michigan.gov

I-E PURCHASE ORDERS

Orders for delivery of Services may be issued directly by the DIT through the issuance of a Purchase Order Form along with a Work Contract signed by DIT and Vendor referencing this Contract (Blanket Purchase Order) and the terms and conditions contained herein. Contractor shall reference the Purchase Order Number and BPO on all invoices for payment.

I-F COST LIABILITY

The State of Michigan assumes no responsibility or liability for costs incurred by the Contractor prior to the signing of the Contract. Total liability of the State is limited to the terms and conditions of the Contract.

I-G CONTRACTOR RESPONSIBILITIES

The Contractor will assume responsibility for all contractual activities offered in this proposal whether or not that Contractor performs them. Further, the State considers the Prime Contractor to be the sole point of contact with regard to contractual matters, including but not limited to payment of any and all costs resulting from the anticipated Contract. If any part of the work is to be subcontracted, the contractor must notify the state and identify the subcontractor(s), including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational abilities. The State reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the Contract.

I-H NEWS RELEASES

News releases pertaining to this Contract or the services, study, data, or project to which it relates will not be made without prior written State approval, and then only in accordance with the explicit written instructions from the State. No results of the program are to be released without prior approval of the State and then only to persons designated. See http://www.michigan.gov/doingbusiness for the policy on news releases.

I-I DISCLOSURE

All information in a bidder's proposal and this Contract is subject to the provisions of the Freedom of Information Act, 1976 Public Act No. 442, as amended, MCL 15.231, *et seq.*

I-J ACCOUNTING RECORDS

The Contractor is required to maintain all pertinent financial and accounting records and evidence pertaining to the Contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Contract period and any extension thereof, and for three (3) years from the expiration date and final payment on the Contract or extension thereof.

I-K INDEMNIFICATION

1. PATENT/COPYRIGHT INFRINGEMENT INDEMNITY

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from and against all losses, liabilities, damages (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) incurred in connection with any action or proceeding threatened or brought against the State to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity or service supplied by the Contractor or its Subcontractors, or the operation of such equipment, software, commodity or service, or the use or reproduction of any documentation provided with such equipment, software, commodity or service infringes any existing United States patent, copyright, trademark or trade secret of any person or entity, which is enforceable under the laws of the United States.

In addition, should the equipment, software, commodity, or service, or its operation, become or in the State's or Contractor's opinion be likely to become the subject of a claim of infringement, the Contractor shall at the Contractor's sole expense (i) procure for the State the right to continue using the equipment, software, commodity or service or, if such option is not reasonably available to the Contractor, (ii) replace or modify to the State's satisfaction the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to Contractor, (iii) accept its return by the State with appropriate credits to the State against the Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.

The foregoing shall be the State's sole and exclusive remedy for any infringement covered under this provision. Contractor will not indemnify State, however, if the claim of infringement is caused by (1) State's misuse or modification of the Deliverable; (2) State's failure to use corrections or enhancements made available by Contractor;

(3) State's distribution, marketing or use of the Deliverables outside of it's organization for the benefit of third parties; or (4) information, direction, specification, or materials provided to Contractor by State or any third party except for third party subcontractors and vendors of Contractor.

2. OTHER INDEMNITIES

a. General Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from liability of any kind, including all claims and losses, and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), accruing or resulting to any person, firm or corporation that may be injured or damaged by the Contractor in the performance of this Contract and that are attributable to the negligence or tortuous acts of the Contractor or any of its Subcontractors, or by anyone else for whose acts any of them may be liable provided that the Contractor is notified in writing within thirty (30) days from the time that the State has knowledge of such claims. The Contractor shall not be liable to the State for consequential damages arising out of claims brought by third parties except for claims for infringement of any United States patent, copyright, trademark or trade secret.

b. Code Indemnification

To the extent permitted by law, the Contractor shall indemnify, defend and hold harmless the State from any claim, loss, or expense arising from Contractor's breach of the No Surreptitious Code Warranty.

3. INDEMNIFICATION NOT LIMITED

In any and all claims against the State, its departments, divisions, agencies, sections, commissions, officers, employees and agents, by any employee of the Contractor any of its Subcontractors, the indemnification obligation under the Contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor or any of its Subcontractors under worker's disability compensation acts, disability benefit acts or other employee benefit acts. This indemnification clause is intended to be comprehensive. Any overlap in sub clauses, or the fact that greater specificity is provided as to some categories of risk, is not intended to limit the scope of indemnification under any other sub clauses.

4. CONTINUATION OF INDEMNIFICATION OBLIGATONS

The Contractor's duty to indemnify continues in full force and effect, not withstanding the expiration or early cancellation of the Contract, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.

5. INDEMNIFICATION PROCEDURES

The procedures set forth below shall apply to all indemnity obligations under this Contract.

- a. After receipt by the State of notice of the action or proceeding involving a claim in respect of which it will seek indemnification, the State shall promptly notify Contractor of such claim in writing and take or assist Contractor in taking, as the case may be, any reasonable action to avoid the imposition of a default judgment against Contractor. No failure to so notify Contractor shall relieve Contractor of its indemnification obligations except to the extent that Contractor can demonstrate damages attributable to such failure. Within ten (10) days following receipt of written notice from the State relating to any claim, Contractor shall notify the State in writing whether Contractor agrees to assume control of the defense and settlement of that claim (a "Notice of Election"). After notifying Contractor of a claim and prior to the State receiving Contractor's Notice of Election, the State shall be entitled to defend against the claim, at Contractor's expense, and Contractor will be responsible for any reasonable costs incurred by the State in defending against the claim during such period.
- b. If Contractor delivers a Notice of Election relating to any claim: (i) the State shall be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim and to monitor and advise the State about the status and progress of the Defense; (ii) Contractor shall, at the request of the State, demonstrate to the reasonable satisfaction of the State, Contractor's financial ability to carry out its defense and indemnity obligations under this Contract; (iii) Contractor shall periodically advise the State about the status and progress of the defense and shall obtain the prior written approval of the State before entering into any settlement of such claim or ceasing to defend against such claim and (iv) to the extent that any principles of Michigan governmental or public law may be involved or challenged, the State shall have the right, at its own expense, to control the defense of that portion of such claim involving the principles of Michigan governmental or public law. Notwithstanding the foregoing, the State may retain control of the defense and settlement of a claim by written notice to Contractor given within ten (10) days after the State's receipt of Contractor's information requested by the State pursuant to clause (ii) of this paragraph if the State determines that Contractor has failed to demonstrate to the reasonable satisfaction of the State Contractor's financial ability to carry out its defense and indemnity obligations under this Section. Any litigation activity on behalf of the State, or any of its subdivisions pursuant to this



Section, must be coordinated with the Department of Attorney General. In the event the insurer's attorney represents the State pursuant to this Section, the insurer's attorney may be required to be designated as a Special Assistant Attorney General by the Attorney General of the State.

c. If Contractor does not deliver a Notice of Election relating to any claim of which it is notified by the State as provided above, the State shall have the right to defend the claim in such manner as it may deem appropriate, at the cost and expense of Contractor. If it is determined that the claim was one against which Contractor was required to indemnify the State, upon request of the State, Contractor shall promptly reimburse the State for all such reasonable costs and expenses.

I-L NON INFRINGEMENT/COMPLIANCE WITH LAWS

The Contractor warrants that in performing the services called for by this Contract it will not violate any applicable law, rule, or regulation, any contracts with third parties, or any intellectual rights of any third party, including but not limited to, any existing United States patent, trademark, copyright, or trade secret.

I-M WARRANTIES AND REPRESENTATIONS

The Contract will contain customary representations and warranties by the Contractor, including, without limitation, the following:

- 1. The Contractor will perform all services in accordance with high professional standards in the industry;
- 2. The Contractor will use adequate numbers of qualified individuals with suitable training, education, experience and skill to perform the services;
- 3. The Contractor will use its best efforts to use efficiently any resources or services necessary to provide the services that are separately chargeable to the State;
- 4. The Contractor will use its best efforts to perform the services in the most cost effective manner consistent with the required level of quality and performance;
- 5. The Contractor will perform the services in a manner that does not infringe the proprietary rights of any third party;
- 6. The Contractor will perform the services in a manner that complies with all applicable laws and regulations:
- 7. The Contractor has duly authorized the execution, delivery and performance of the Contract;
- 8. The Contractor has not provided any gifts, payments or other inducements to any officer, employee or agent of the State;
- 9. The Contractor will maintain all equipment and software for which it has maintenance responsibilities in good operating condition and will undertake all repairs and preventive maintenance in accordance with applicable manufacturer's recommendations;
- 10. When developing any software the Contractor will use its best efforts to ensure that no viruses or similar items are coded or introduced into the systems used to provide the services;
- 11. The Contractor will not insert or activate any disabling code into the systems used to provide the services without the State's prior written approval;



- 12. A ninety (90) day warranty on all purchased and developed software, data conversion programs, and data and customization to the product performed by the contractor.
- 13. No Surreptitious Code Warranty. The Contractor represents and warrants that no copy of licensed software provided to the state contains or will contain any self-help code or any unauthorized code as defined below. This warranty is referred to in this contract as the "no surreptitious code warranty."
- 14. THE PRECEDING STATEMENTS ARE CONTRACTOR'S ONLY WARRANTIES CONCERNING THE SERVICES AND ANY WORK PRODUCT, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE.

As used in this Contract, "Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than the licensee of the software. Self-Help Code does not include Software routines in a computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system (s) (e.g. remote access via modem) for purposes of maintenance or technical support.

As used in this Contract, "Unauthorized Code" means any virus, Trojan horse, spyware, worm or other Software routines or components designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.

In addition, Contractor will use up-to-date commercial virus detection software to detect the presence of and remove any viruses from any software prior to delivering it to the State.

I-N STAFFING OBLIGATIONS

The State reserves the right to approve the Contractor's assignment of personnel to this project and to recommend reassignment of personnel deemed unsatisfactory by the State.

The Contractor shall not remove or reassign, without the State's prior written approval, any of the personnel until such time as the personnel have completed all of their planned and assigned responsibilities in connection with performance of the Contractor's obligations under this Contract. The Contractor agrees that the continuity of all personnel is critical and agrees to the continuity of all personnel. Removal of any personnel without the written consent of the State may be considered by the State to be a material breach of this Contract. The prohibition against removal or reassignment shall not apply where personnel must be replaced for reasons beyond the reasonable control of the Contractor including but not limited to illness, disability, resignation or termination of the personnel's employment.

I-O WORK PRODUCT AND OWNERSHIP

Unless otherwise specifically designated in the Work Contract, Work Products shall be considered works made by the Contractor for hire by the State and shall belong exclusively to the State and its designees, unless specifically provided otherwise by mutual agreement of the Contractor and the State. Work Products do not include third party software. If by operation of law any of the Work Product, including all related intellectual property rights, is not owned in its entirety by the State automatically upon creation thereof, the Contractor agrees to assign, and hereby assigns to the State and its designees the ownership of such Work Product, including all related intellectual property rights. The Contractor agrees to provide, at no additional charge, any assistance and to execute any action

reasonably required for the State to perfect its intellectual property rights with respect to the aforementioned Work Product.

Notwithstanding any provision of this Contract to the contrary, any preexisting work or materials including, but not limited to, any routines, libraries, tools, methodologies, processes or technologies (collectively, the "Development Tools") created, adapted or used by the Contractor in its business generally, including any and all associated intellectual property rights, shall be and remain the sole property of the Contractor, and the State shall have no interest in or claim to such preexisting work, materials or Development Tools, except as necessary to exercise its rights in the Work Product. Such rights belonging to the State shall include, but not be limited to, the right to use, execute, reproduce, display, perform and distribute copies of and prepare derivative works based upon the Work Product, and the right to authorize others to do any of the foregoing, irrespective of the existence therein of preexisting work, materials and Development Tools, except as specifically limited herein

The Contractor and its subcontractors shall be free to use and employ their general skills, knowledge and expertise, and to use, disclose, and employ any generalized ideas, concepts, knowledge, methods, techniques or skills gained or learned during the course of performing the services under this Contract, so long as the Contractor or its subcontractors acquire and apply such information without disclosure of any confidential or proprietary information of the State, and without any unauthorized use or disclosure of any Work Product resulting from this Contract.

I-P CONFIDENTIALITY OF DATA AND INFORMATION

All financial, statistical, personnel, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out the Work Contract, or which become available to the Contractor in carrying out the Work Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this section.

The Contractor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Contractor without restriction, (3) information independently developed or acquired by the Contractor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Contractor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

To the extent permissible under the law, the State agrees to protect the confidentiality of the Confidential Information of Contractor in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information.

I-Q REMEDIES FOR BREACH OF CONFIDENTIALITY

The Contractor acknowledges that a breach of its confidentiality obligations, shall be considered a material breach of the Contract. Furthermore the Contractor acknowledges that in the event of such a breach the State shall be irreparably harmed. Accordingly, if a court should find that the Contractor has breached or attempted to breach any such obligations, the Contractor will not oppose the entry of an

appropriate order restraining it from any further breaches or attempted or threatened breaches. This remedy shall be in addition to and not in limitation of any other remedy or damages provided by law.

I-R CONTRACTOR'S LIABILITY INSURANCE

The Contractor is required to provide proof of the minimum levels of insurance coverage as indicated below. The purpose of this coverage shall be to protect the State from claims which may arise out of or result from the Contractor's performance of services under the terms of this Contract, whether such services are performed by the Contractor, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

The Contractor waives all rights against the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents for recovery of damages to the extent these damages are covered by the insurance policies the Contractor is required to maintain pursuant to this Contract. The Contractor also agrees to provide evidence that all applicable insurance policies contain a waiver of subrogation by the insurance company.

The Insurance shall be written for not less than any minimum coverage herein specified or required by law, whichever is greater. All deductible amounts for any of the required policies must be approved by the State.

The State reserves the right to reject insurance written by an insurer the State deems unacceptable.

BEFORE THE CONTRACT IS SIGNED BY BOTH PARTIES OR BEFORE THE PURCHASE ORDER IS ISSUED BY THE STATE, THE CONTRACTOR MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, CERTIFICATE (S) OF INSURANCE VERIFYING INSURANCE COVERAGE. THE CERTIFICATE MUST BE ON THE STANDARD "ACCORD" FORM.

THE CONTRACT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. All such Certificate(s) are to be prepared and submitted by the Insurance Provider and not by the Contractor.

All such Certificate(s) shall contain a provision indicating that coverage's afforded under the policies WILL NOT BE CANCELLED OR MATERIALLY CHANGED without THIRTY (30) days prior written notice having been given to the Director of Acquisition Services. Such NOTICE must include the CONTRACT NUMBER affected.

The Contractor is required to provide the type and amount of insurance checked (☑) below:

☑ 1. Commercial General Liability with the following minimum coverage's:
\$2,000,000 General Aggregate Limit other than Products/Completed Operations
\$2,000,000 Products/Completed Operations Aggregate Limit
\$1,000,000 Personal & Advertising Injury Limit
\$1,000,000 Each Occurrence Limit
\$500,000 Fire Damage Limit (any one fire)

The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the Commercial General Liability policy. All insurance coverage provided relative to this Contract/Purchase Order is PRIMARY to any comparable liability insurance (including self-insurances) carried by the State.

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- ☑ 2. If a motor vehicle is used to provide services or products under this Contract, the Contractor must have vehicle liability insurance for bodily injury and property damage as required by law. The Contractor must list the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents as ADDITIONAL INSUREDS on the vehicle liability policy.
- ☑ 3. Worker's disability compensation, disability benefit or other similar employee benefit act with minimum statutory limits. NOTE: (1) If coverage is provided by a State fund or if Contractor has qualified as a self-insurer, separate certification must be furnished that coverage is in the state fund or that Contractor has approval to be a self-insurer; (2) Any citing of a policy of insurance must include a listing of the States where that policy's coverage is applicable; and (3) Any policy of insurance must contain a provision or endorsement providing that the insurers' rights of subrogation are waived. This provision shall not be applicable where prohibited or limited by the laws of the jurisdiction in which the work is to be performed.
- ☑ 4. Employers liability insurance with the following minimum limits:

\$100,000 each accident \$100,000 each employee by disease \$500,000 aggregate disease

I-S NOTICE AND RIGHT TO CURE

In the event of a curable breach by the Contractor, the State shall provide the Contractor written notice of the breach and a time period to cure said breach described in the notice. This section requiring notice and an opportunity to cure shall not be applicable in the event of successive or repeated breaches of the same nature or if the State determines in its sole discretion that the breach poses a serious and imminent threat to the health or safety of any person or the imminent loss, damage or destruction of any real or tangible personal property.

I-T CANCELLATION

The State may cancel this Contract or any Work Contract without further liability or penalty to the State, its departments, divisions, agencies, offices, commissions, officers, agents and employees for any of the following reasons:

- 1. <u>Material Breach by the Contractor</u>. In the event that the Contractor breaches any of its material duties or obligations under the Contract, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the State, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the State may, having provided written notice of cancellation to the Contractor, cancel this Contract in whole or in part, for cause, as of the date specified in the notice of cancellation.
 - a. In the event that this Contract is cancelled for cause, in addition to any legal remedies otherwise available to the State by law or equity, the Contractor shall be responsible for all costs incurred by the State in canceling the Contract, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the State may incur to procure the services required by this Contract from other sources. All excess reprocurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in the Contract.

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- b. In the event the State chooses to partially cancel this Contract for cause charges payable under this Contract will be equitably adjusted to reflect those services that are cancelled.
- c. In the event this Contract is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that the Contractor was not in breach of contract pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in the Contract for a cancellation for convenience.
- 2. Cancellation For Convenience By the State. The State may cancel this Contract for its convenience, in whole or part, if the State determines that such a cancellation is in the State's best interest. Reasons for such cancellation shall be left to the sole discretion of the State and may include, but not necessarily be limited to (a) the State no longer needs the services or products specified in the Contract, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Contract services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the State. The State may cancel the Contract for its convenience, in whole or in part, by giving the Contractor written notice 30 days prior to the date of cancellation. If the State chooses to cancel this Contract in part, the charges payable under this Contract shall be equitably adjusted to reflect those services that are cancelled.
- 3. Non-Appropriation. In the event that funds to enable the State to effect continued payment under this Contract are not appropriated or otherwise made available. The Contractor acknowledges that, if this Contract extends for several fiscal years, continuation of this Contract is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the State shall have the right to cancel this Contract at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to the Contractor. The State shall give the Contractor written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.
- 4. <u>Criminal Conviction</u>. In the event the Contractor, an officer of the Contractor, or an owner of a 25% or greater share of the Contractor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes;
 - or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Contractor's business integrity.
- 5. <u>Approvals Rescinded</u>. In the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of services pursuant to Article 11, Section 5 of the Michigan Constitution of 1963, and Chapter 7 of the Civil Service Rules. Notwithstanding any other provision of this Contract to the contrary, the State Personnel Director is authorized to disapprove contractual disbursements for services if the Director determines that the Contract of the disbursements under the Contract violate Article 11, Section 5 of the Constitution or violate applicable Civil Service rules or regulations. Cancellation may be

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in whole or in part and may be immediate as of the date of the written notice to the Contractor or may be effective as of the date stated in such written notice.

I-U RIGHTS AND OBLIGATIONS UPON CANCELLATION

- 1. If the Contract is canceled by the State for any reason, the Contractor shall, (a) stop all work as specified in the notice of cancellation, (b) take any action that may be necessary, or that the State may direct, for preservation and protection of Work Product or other property derived or resulting from the Contract that may be in the Contractor's possession, (c) return all materials and property provided directly or indirectly to the Contractor by any entity, agent or employee of the State, (d) transfer title and deliver to the State, unless otherwise directed by the Contract Administrator or his or her designee, all Work Product resulting from the Contract, and (e) take any action to mitigate and limit any potential damages, or requests for Contractor adjustment or cancellation settlement costs, to the maximum practical extent, including, but not limited to, canceling or limiting as otherwise applicable, those subcontracts, and outstanding orders for material and supplies resulting from the canceled Contract.
- 2. In the event the State cancels this Contract prior to its expiration for its own convenience, the State shall pay the Contractor for all charges due for services provided prior to the date of cancellation and if applicable as a separate item of payment pursuant to the Contract, for partially completed Work Product, on a percentage of completion basis. In the event of a cancellation for cause, or any other reason under the Contract, the State will pay, if applicable, as a separate item of payment pursuant to the Contract, for all partially completed Work Products, to the extent that the State requires the Contractor to submit to the State any such deliverables, and for all charges due under the Contract for any cancelled services provided by the Contractor prior to the cancellation date. All completed or partially completed Work Product prepared by the Contractor pursuant to this Contract shall, at the option of the State, become the State's property, and the Contractor shall be entitled to receive just and fair compensation for such Work Product. Regardless of the basis for the cancellation, the State shall not be obligated to pay, or otherwise compensate, the Contractor for any lost expected future profits, costs or expenses incurred with respect to Services not actually performed for the State.
- 3. If any such cancellation by the State is for cause, the State shall have the right to set-off against any amounts due the Contractor, the amount of any damages for which the Contractor is liable to the State under this Contract or pursuant to law and equity.
- 4. Upon a good faith cancellation, the State shall have the right to assume, at its option, any and all subcontracts and Contracts for services and materials provided under this Contract, and may further pursue completion of the Work Product under this Contract by replacement contract or otherwise as the State may in its sole judgment deem expedient.

I-V EXCUSABLE FAILURE

1. Neither party shall be liable for any default or delay in the performance of its obligations under the Contract if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; the failure of the other party to perform its material responsibilities under the Contract (either itself or through another contractor); injunctions (provided the injunction was not issued as a result of any fault or negligence of the party seeking to have its default or delay excused); or any other cause beyond the reasonable control of such party; provided the non-performing party and its subcontractors are without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternate sources, workaround plans or other means, including disaster recovery plans. In such event, the non-performing party will be excused from any



further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and such party continues to use its best efforts to recommence performance or observance whenever and to whatever extent possible without delay provided such party promptly notifies the other party in writing of the inception of the excusable failure occurrence, and also of its abatement or cessation.

- If any of the above enumerated circumstances substantially prevent, hinder, or delay performance of the services necessary for the performance of the State's functions for more than 14 consecutive days, and the State determines that performance is not likely to be resumed within a period of time that is satisfactory to the State in its reasonable discretion, then at the State's option:

 (a) the State may procure the affected services from an alternate source, and the State shall not be
 - (a) the State may procure the affected services from an alternate source, and the State shall not be liable for payments for the unperformed services under the Contract for so long as the delay in performance shall continue; (b) the State may cancel any portions of the Contract so affected and the charges payable there under shall be equitably adjusted to reflect those services canceled; or (c) the Contract will be canceled without liability of the State to the Contractor as of the date specified by the State in a written notice of cancellation to the Contractor. The Contractor will not have the right to any additional payments from the State as a result of any excusable failure occurrence or to payments for services not rendered as a result of the excusable failure condition. Defaults or delays in performance by the Contractor which are caused by acts or omissions of its subcontractors will not relieve the Contractor of its obligations under the Contract except to the extent that a subcontractor is itself subject to any excusable failure condition described above and the Contractor cannot reasonably circumvent the effect of the subcontractor's default or delay in performance through the use of alternate sources, workaround plans or other means.

I-W ASSIGNMENT

The Contractor shall not have the right to assign this Contract or to assign or delegate any of its duties or obligations under this Contract to any other party (whether by operation of law or otherwise), without the prior written consent of the State. Any purported assignment in violation of this section shall be null and void. Further, the Contractor may not assign the right to receive money due under the Contract without the prior written consent of the Director of Acquisition Services.

I-X DELEGATION

The Contractor shall not delegate any duties or obligations under this Contract to a subcontractor other than a subcontractor named in the bid unless the Director of Acquisition Services has given written consent to the delegation.

I-Y NON-DISCRIMINATION CLAUSE

In the performance of any Contract or purchase order resulting here from, the bidder agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The bidder further agrees that every subcontract entered into for the performance of any Contract or purchase order resulting here from will contain a provision requiring non-discrimination in employment, as herein specified, binding upon each subcontractor.

This covenant is required pursuant to the Elliot Larsen Civil Rights Act, 1976 Public Act 453, as amended, MCL 37.2101, *et seq*, and the Persons with Disabilities Civil Rights Act, 1976 Public Act 220, as amended, MCL 37.1101, *et seq*, and any breach thereof may be regarded as a material breach of the Contract or purchase order.

I-Z WORKPLACE SAFETY AND DISCRIMINATORY HARASSMENT

In performing services for the State pursuant to this Contract, the Contractor shall comply with Department of Civil Service Rules 2-20 regarding Workplace Safety and 1-8.3 regarding Discriminatory Harassment. In addition, the Contractor shall comply with Civil Service Regulations governing workplace safety and discriminatory harassment and any applicable state agency rules on these matters that the agency provides to the Contractor. Department of Civil Service Rules and Regulations can be found on the Department of Civil Service website at http://www.michigan.gov/mdcs.

I-AA MODIFICATION OF SERVICE

The Director of Acquisition Services reserves the right to modify services during the course of this Contract. Such modification may include adding or deleting tasks that these services shall encompass and/or any other modifications deemed necessary.

The State reserves the right to request from time to time, any changes to the requirements and specifications of the Work Contract and the work to be performed by the Contractor under the Work Contract. The Contractor shall provide a change order process and all requisite forms. The State reserves the right to negotiate the process during contract negotiation. At a minimum, the State would like the Contractor to provide a detailed outline of all work to be done, including tasks necessary to accomplish the deliverables, timeframes, listing of personnel assigned, estimated hours for each individual per task, and a complete and detailed cost justification.

- 1. Within five (5) business days of receipt of a request by the State for any such change, or such other period of time as to which the parties may agree mutually in writing, the Contractor shall submit to the State a proposal describing any changes in products, services, timing of delivery, assignment of personnel, and the like, and any associated price adjustment. The price adjustment shall be based on a good faith determination and calculation by the Contractor of the additional cost to the Contractor in implementing the change request less any savings realized by the Contractor as a result of implementing the change request. The Contractor's proposal shall describe in reasonable detail the basis for the Contractor's proposed price adjustment, including the estimated number of hours by task by labor category required to implement the change request.
- 2. If the State accepts the Contractor's proposal, it will issue a change notice and the Contractor will implement the change request described therein. The Contractor will not implement any change request until a change notice has been issued validly. The Contractor shall not be entitled to any compensation for implementing any change request or change notice except as provided explicitly in an approved change notice.
- 3. If the State does not accept the Contractor's proposal, the State may:
 - a. Withdraw its change request; or
 - b. Modify its change request, in which case the procedures set forth above will apply to the modified change request.

If the State requests or directs the Contractor to perform any activities that are outside the scope of the Contractor's responsibilities under the Work Contract ("New Work"), the Contractor must notify the State promptly, and before commencing performance of the requested activities, that it believes the requested activities are New Work. If the Contractor fails to so notify the State prior to commencing performance of the requested activities, any such activities performed before notice is given by the Contractor shall be conclusively considered to be In-scope Services, not New Work.

If the State requests or directs the Contractor to perform any services or functions that are consistent with and similar to the services being provided by the Contractor under the Contract, but which the Contractor reasonably and in good faith believes are not included within the scope of the Contractor's responsibilities and charges as set forth in the Contract, then prior to performing such services or



function, the Contractor shall promptly notify the State in writing that it considers the services or function to be an "Additional Service" for which the Contractor should receive additional compensation. If the Contractor does not so notify the State, the Contractor shall have no right to claim thereafter that it is entitled to additional compensation for performing such services or functions. If the Contractor does so notify the State, then such a service or function shall be governed by the change request procedure set forth in the preceding paragraph.

IN THE EVENT PRICES ARE NOT ACCEPTABLE TO THE STATE, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATIONS.

I-BB NOTICES

Any notice given to a party under this Contract must be written and shall be deemed effective, if addressed to such party as addressed below upon (i) delivery, if hand delivered; (ii) receipt of a confirmed transmission by facsimile if a copy of the notice is sent by another means specified in this section; (iii) the third (3rd) Business Day after being sent by U.S. mail, postage pre-paid, return receipt requested; or (iv) the next Business Day after being sent by a nationally recognized overnight express courier with a reliable tracking system.

For the Contractor: Tom Patrick

Integris Inc. d.b.a. Bull Services

822 Centennial Way

Suite 100

Lansing, MI 48917

For the State:

Doug Collier, Buyer CPPB

DMB, Acquisition Services

P O Box 30026 Lansing, MI 48909

Email: collierd1@michigan.gov

Either party may change its address where notices are to be sent giving written notice in accordance with this section.

I-CC ENTIRE AGREEMENT

This Contract shall represent the entire agreement between the parties and supersedes all proposals or other prior agreements, oral or written, and all other communications between the parties relating to this subject.

I-DD NO WAIVER OF DEFAULT

The failure of a party to insist upon strict adherence to any term of the Contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the Contract.

I-EE SEVERABILITY

Each provision of the Contract shall be deemed to be severable from all other provisions of the Contract and, if one or more of the provisions of the Contract shall be declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

I-FF HEADINGS



Captions and headings used in the Contract are for information and organization purposes. Captions and headings, including inaccurate references, do not, in any way, define or limit the requirements or terms and conditions of this Contract.

I-GG RELATIONSHIP OF THE PARTIES

The relationship between the State and the Contractor is that of client and independent Contractor. No agent, employee, or servant of the Contractor or any of its subcontractors shall be or shall be deemed to be an employee, agent, or servant of the State for any reason. The Contractor will be solely and entirely responsible for its acts and the acts of its agents, employees, servants and subcontractors during the performance of this Contract.

I-HH UNFAIR LABOR PRACTICES

Pursuant to 1980 Public Act 278, as amended, MCL 423.231, et seq, the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board.

A Contractor of the State, in relation to the Contract, shall not enter into a Contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 Public Act 278, MCL 423.324, the State may void any Contract if, subsequent to award of the Contract, the name of the Contractor as an employer, or the name of the subcontractor, manufacturer or supplier of the Contractor appears in the register.

I-II SURVIVOR

Any provisions of the Contract that impose continuing obligations on the parties including, but not limited to the Contractor's indemnity and other obligations shall survive the expiration or cancellation of this Contract for any reason.

I-JJ GOVERNING LAW

This Contract shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan. Any dispute arising herein shall be resolved in the State of Michigan.

I-KK YEAR 2000 SOFTWARE COMPLIANCE

The vendor warrants that all software for which the vendor either sells or licenses to the State of Michigan and used by the State prior to, during or after the calendar year 2000, includes or shall include, at no added cost to the State, design and performance so the State shall not experience software abnormality and/or the generation of incorrect results from the software, due to date oriented processing, in the operation of the business of the State of Michigan.

The software design, to insure year 2000 compatibility, shall include, but is not limited to: data structures (databases, data files, etc.) that provide 4-digit date century; stored data that contain date century recognition, including, but not limited to, data stored in databases and hardware device internal system dates; calculations and program logic (e.g., sort algorithms, calendar generation, event recognition, and all processing actions that use or produce date values) that accommodates same century and multi-century formulas and date values; interfaces that supply data to and receive data from other systems or organizations that prevent non-compliant dates and data from entering any State system; user interfaces (i.e., screens, reports, etc.) that accurately show 4 digit years; and assurance that the year 2000 shall be correctly treated as a leap year within all calculation and calendar logic.

I-LL CONTRACT DISTRIBUTION

Acquisition Services shall retain the sole right of Contract distribution to all State agencies and local units of government unless other arrangements are authorized by Acquisition Services.

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I-MM STATEWIDE CONTRACTS

If the contract is for the use of more than one agency and if the goods or services provided under the contract do not meet the form, function and utility required by an agency, that agency may, subject to state purchasing policies, procure the goods or services from another source.

I-NN STATE STANDARDS

- 1. **EXISTING TECHNOLOGY STANDARDS**. The Contractor will adhere to all existing standards as described within the comprehensive listing of the State's existing technology standards at www.state.mi.us/cio/oits.
- 2. PM METHODOLOGY STANDARDS. The State has adopted a standard, documented Project Management Methodology (PMM) for use on all Information Technology (IT) based projects. This policy is referenced in the document titled "Project Management Methodology" DMB Administrative Guide Procedure 1380.02 issued June 2000. Vendors may obtain a copy of this procedure by contacting the DIT, Research and Policy. The State of Michigan Project Management Methodology can be obtained from the DIT's website at http://www.michigan.gov/dit.

The contractor shall use the State's PMM to manage State of Michigan Information Technology (IT) based projects. The requesting agency will provide the applicable documentation and internal agency processes for the methodology. If the vendor requires training on the methodology, those costs shall be the responsibility of the vendor, unless otherwise stated.

3. ADHERANCE TO PORTAL TECHNOLOGY TOOLS. For all projects involving e-Government, all bidders are expected to read, understand and support compliance with the provisions of Executive Order No. 2000-6 and Executive Directive 2001-1, issued by the State of Michigan, Office of the Governor.

The State of Michigan, e-Michigan Office has adopted the following tools as its Portal Technology development efforts:

- * Vignette Content Management and personalization Tool
- * Inktomi Search Engine
- * Tivoli Directory Services (Presentation Layer)
- * WebSphere Application Server
- * WebSphere e-Pay Payment Processing Module

Vendors must use the Portal Technology Tools to implement web content management and deployment efforts for agencies. Tools used for web based application development must work in conjunction with Vignette and Inktomi. The interaction with Vignette and Inktomi must be coordinated with the Department of Information technology.

Under special circumstances vendors that are compelled to use alternate tools must submit an exception request to the Department of Information Technology for evaluation and approval of each alternate tool prior to proposal evaluation by the State.

I-OO ELECTRONIC FUNDS TRANSFER

Electronic transfer of funds is available to State contractors. Vendors are encouraged to register with the State of Michigan Office of Financial Management so the State can make payments related to this Contract electronically (http://www.cpexpress.state.mi.us/).

I-PP TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, the Contractor must provide for up to 180 days after the expiration or cancellation of this



Contract, all reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to the State or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Contractor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for Contract performance. If the State cancels this Contract for cause, then the State will be entitled to off set the cost of paying the Contractor for the additional resources the Contractor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said cancellation.

I-QQ STOP WORK

- 1. The State may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by this Contract or a Work Contract for a period of up to 90 days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate that it is issued under this section. Upon receipt of the stop work order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within the period of the stop work order, the State shall either:
 - a. Cancel the stop work order; or
 - Cancel the work covered by the stop work order as provided in the cancellation section of this Contract.
- 2. If a stop work order issued under this section is canceled or the period of the stop work order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - a. The stop work order results in an increase in the time required for, or in the Contractor's costs properly allocable to the performance of any part of this Contract; and
 - b. The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- 3. If the stop work order is not canceled and the work covered by the stop work order is canceled for reasons other than material breach, the State shall allow reasonable costs resulting from the stop work order in arriving at the cancellation settlement.
- 4. If a stop work order is not canceled and the work covered by the stop work order is canceled for material breach, the State shall not allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.
- 5. An appropriate equitable adjustment may be made in any related contract of the Contractor that provides for adjustment and is affected by any stop work order under this section. The State shall not be liable to the Contractor for loss of profits because of a stop work order issued under this section.

I-RR PERFORMANCE AND RELIABILITY EVALUATION (PARE)

When the State requires that a performance and reliability evaluation (PARE) is to be performed, the standard of performance for the PARE will be closely monitored during the acceptance period.

In the event that the PARE is for components only, all references to systems (processors) should be changed to components.

The Performance and Reliability Evaluation will consist of two phases.

1. PHASE I

The first phase shall be comprised of a specification compliance review of the equipment listed on the ordering documents. Such equipment shall be checked for total compliance with all required specifications of the RFQ. In the event that the State determines that any component or feature of the delivered equipment or software does not comply with the mandatory specifications of the RFQ, the State shall so notify the Contractor, allowing 14 calendar days for rectification by the Contractor. Should the Contractor be unable to rectify the deficiency, the State reserves the right to cancel the ordering document. Should the equipment and software pass the specification conformance review, the equipment shall enter Phase II of the PARE.

2. PHASE II

- a. Determination of System Readiness
 - Prior to the PARE, a committee of three persons will be formed to evaluate the system's performance on a daily basis. The committee will consist of one Contractor representative and two State personnel.
 - 2) The PARE will begin on the installation dates when the Contractor certifies that the equipment is ready for use by the State.

b. During the PARE:

All rerun times resulting from equipment failure and preventive maintenance shall be excluded from the performance hours.

- 1) All reconfiguration and reload time shall be excluded from the performance hours.
- 2) If files are destroyed as a result of a problem with Contractor equipment and must be rebuilt, the time required to rebuild the files will be considered "down-time" for the system.
- 3) If the Contractor requests access to failed equipment and the State refuses, then such maintenance will be deferred to a mutually agreeable time and the intervening time will not count against the PARE.
- 4) A functional benchmark demonstration will be run for the PARE Committee to confirm that the installed system is capable of performing the same functions that were demonstrated. This run must be completed to the satisfaction of the PARE Committee.

3. STANDARD OF PERFORMANCE

- a. The performance period (a period of thirty consecutive calendar days) shall commence on the installation date, at which time the operational control becomes the responsibility of the State. It is not required that one thirty day period expire in order for another performance period to begin.
- b. If each component operates at an average level of effectiveness of 95 percent or more for a period of 30 consecutive days from the commencement date of the performance period, it shall

......CONTRACT #071B3001392



be deemed to have met the State's standard of performance period. The State shall notify the Contractor in writing of the successful completion of the performance period. The average effectiveness level is a percentage figure determined by dividing the total operational use time by the total operational use time plus associated down-time. In addition, the equipment shall operate in substantial conformance with the Contractor's published specifications applicable to such equipment on the date of this Contract. Equipment added by amendment to this contract shall operate in conformance with the Contractor's published specifications applicable to such equipment at the time of such amendment.

- c. During the successful performance period, all rerun time resulting from equipment failure and preventive maintenance time shall be excluded from the performance period hours. All reconfigurations and reload time shall be excluded from the performance hours. Equipment failure down-time shall be measured by those intervals during the performance period between the time that the Contractor is notified of equipment failure and the time that the equipment is returned to the State in operating condition.
- d. During the successful performance period, a minimum of 80 hours of operational use time on each component will be required as a basis for computation of the average effectiveness level. However, in computing the effectiveness level, the actual number of operational use hours shall be used when in excess of the minimum stated above.
- e. No more than one hour will accrue to the performance hours during any one-wall clock hour.
- f. Equipment shall not be accepted by the State and no charges will be paid by the State until the standard of performance is met.
- g. When a system involves on-line machines, which are remote to the basic installation, the required effectiveness level shall apply separately to each component in the system.
- h. Promptly upon successful completion of the performance period, the State shall notify the Contractor in writing of acceptance of the equipment and authorize the monthly payments to begin on the first day of the successful performance period.
- i. If successful completion of the performance period is not attained within 90 days of the installation date, the State shall have the option of terminating the Contract, or continuing the performance tests. The State's option to terminate the contract shall remain in effect until such time as a successful completion of the performance period is attained. The Contractor shall be liable for all outbound preparation and shipping costs for contracted items returned under this clause.
- j. The PARE will be complete when the equipment has met the required effectiveness level for the prescribed time period.

I-SS LIQUIDATED DAMAGES

The State and the Contractor hereby agree that liquidated damages may be negotiated in individual Work Contracts and as such both parties negotiate to the specific standards set forth in those Work Contracts. It is agreed between the Contractor and the State that the actual damages to the State as a result of Contractor's failure to provide promised services would be difficult or impossible to determine with accuracy. The State and the Contractor therefore agree that liquidated damages as set out in the Work Contract shall be a reasonable approximation of the damages that shall be suffered by the State as a result thereof. Accordingly, in the event of such damages, at the written direction of the State, the Contractor shall pay the State the indicated amount as liquidated damages, and not as a penalty.

......CONTRACT #071B3001392

Amounts due the State as liquidated damages, if not paid by the Contractor within fifteen (15) days of notification of assessment, may be deducted by the State from any money payable to the Contractor pursuant to this Contract. The State will notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph and the Work Contract on or before the date the State deducts such sums from money payable to the Contractor. No delay by the State in assessing or collecting liquidated damages shall be construed as a waiver of such rights.

The Contractor shall not be liable for liquidated damages when, in the opinion of the State, incidents or delays result directly from causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God, fires, floods, epidemics, and labor unrest; but in every case the delays must be beyond the control and without the fault or negligence of the Contractor.

Liquidated damages will be assessed as follows: Damage amounts will be determined during Contract negotiations in the Second Tier.

I-TT PERFORMANCE

Performance by Pre-Qualified Vendors will be continually evaluated by the State. Performance will be a factor in the award of any Work Contract and continued poor performance will be grounds for not awarding a Work Contract. (Please refer to Exhibit D for examples of poor performance)

I-UU PROTESTS

In order to streamline the second tier contracting process, Contractors agree not to file any protests concerning the award of any Work Contract.

I-VV LIMITATION OF LIABILITY

Except as set forth herein, neither the Contractor nor the State shall be liable to the other party for indirect or consequential damages, even if such party has been advised of the possibility of such damages, and either party's maximum aggregate liability shall be limited to \$2,000,000.00. Such limitation as to in direct or consequential damages, and as to a party's maximum liability shall not be applicable for claims arising out of gross negligence, willful misconduct, or the Contractor's indemnification responsibilities to the State as set forth in section I-J with respect to third party claims, actions and proceedings brought against the State.



SECTION II - REQUIREMENTS

II - A PURPOSE AND QUALIFICATIONS BY CATEGORY: TIER 1

PURPOSE

Acquisitions Services in partnership with the Department of Information Technology has established "Professional Services Ordering" Contracts with information technology providers to assist the State of Michigan in delivering business solutions and maximizing for the organization the value obtained from its information technology investment. As a result of this contract, the State will have access to a pool of pre-qualified providers available to provide high-quality information technology services. Six (6) vendors have been competitively selected in the below mentioned category.

Data Warehouse

It is the intent of this process to reduce the redundancy and efforts expanded by customers and the vendor community to secure contractors for services. This streamlining will serve the best interests of the State, reduce contracting costs, and simplify the process for customers to secure a contract for specific IT services.

As part of their response, the pre-approved contractors have provided maximum rate structures and acceptance of the State's terms and conditions. The first three (3) categories and Project Management and Quality Assurance in Category 5 of this program will be available to DIT for onetime purchases of up to \$1,000,000.00 with a project duration of 18 months or less. The last category (Project Development Services less Project Management and Quality Assurance) will be available to DIT for purchases that exceed \$250,000.00 or 12 months in duration. The entire program will not focus on those proposals that (a) exceed \$1,000,000.00 or 18 month contract duration (b) include services that support the processing infrastructure, data cabling, or any aspects of telecommunications (c) Involve the Pre-Qualified START (formerly RAPHITS) program for Developers, System Analysts, and Database Administrator services under \$250,000.00 or less than 12 months in project duration. Those work statements that are estimated to exceed \$1,000,000.00 or 18-month duration would be required to be bid out through the current formal RFP process.

When the State establishes a need for services per the requirements mentioned above, they may utilize the pre-qualified program by formalizing a work statement and having DIT solicit proposals from the pre-qualified pool of vendors.

All vendors would be evaluated on hours, personnel and experience in providing a particular project; with the pre-qualification process taking only two (2) weeks to complete. This process would allow State agencies the greatest flexibility while still providing a mechanism to control costs for the using agencies.

II-B DATA WAREHOUSE

Services include database administration, application development and migration, database modeling, SQL and database access tool utilization, OLAP, implementation of administrative tools and utilities and training on all aspect of data warehouse management and usage. The State of Michigan's data warehouse is a NCR 5250, with a Teradata Operating and DBMS Version v2r4.1. Examples of the associated tasks/skills are:

Needs Assessment

- Identification of all business requirements
- Analytical skills



- Organizational skills
- Communication skills at the executive level
- Interviewing skills
- Depth of knowledge of current and emerging information technologies, including e-commerce, their strengths and weaknesses, and appropriate application to business needs

Requirements Analysis

- Structured techniques
- Professional discipline
- Use of analytical software tools
- Ability to reduce volumes of detail to concise and easy to read form

Feasibility Studies

- Analysis of new technology projects
- Comparison of conducting IT work in-house versus outsourcing
- Analysis of joint venture and partnership projects
- Project definition and planning methods
- System development project methods using the State's standard development methodology.

Cost Benefit Analysis

- Determining tangible and intangible costs and benefits
- Ability to apply DMB/DIT IT portfolio management standards
- Comparative analysis of in-house versus outsource costs
- Knowledge of present value analysis
- Understanding of the state budgets cycle and state accounting methods

Coordination of Stakeholders

- Organizational requirements
- Communication and facilitation
- Principles of information technology, business principles, and negotiation strategies
- Facilitation of stakeholders of e-commerce projects

Project Management and Reporting

- Preparation of project plans
- Monitor status and initiate corrective action when needed
- Perform status reporting, and plan amendments
- Define and track issues through resolution
- Skill in working with all levels of technical and management staff.
- Ability to get work done though others in a matrix organization
- Ability to deal successfully with large amounts of detailed data and information
- Be capable of giving attention to detail while still understanding and dealing with the global aspects of the project
- Objectively assess the appropriateness and accuracy of system plans
- Provide a concise assessment
- Make objective recommendations to the Project Manager, agency executives oversight agencies, and Vendors
- Establishing and maintaining a system of project records
- Gathering data needed to create project reports and documentation
- Use of various software tools to report project progress and document project results

Quality Assurance and Testing

- Provide quality assurance on a major project.
- Development and implementation of quality assurance measures for all aspects of project planning and execution.
- Development and execution of program and system test and acceptance processes.
- Assists project manager in monitoring business related activities
- Assists in resolution of key project issues
- Assists in monitoring and ensuring project scope is controlled
- Assists in identification of project risks, and risk mitigation strategies
- Assists in development of strategies for system development, verification, and implementation
- Ensures that application programs have been thoroughly tested

User Change Management

- Development and implementation of change management processes dealing with user needs and expectations
- Skill in working with all levels of management and line staff.
- Ability to get work done through others in a matrix organization
- Individuals must have skills and personal characteristics that enable them
- Be able to deal successfully with a large variety of management personnel and users
- Capability of giving attention to detail while still understanding and dealing with the global aspects of the project

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ATTACHMENT A – Technical Proposal (Excerpts)

III-B Required Vendor Information Form

Bull Services

1. Vendor Identifying Information

1. Vendor Name and Address

Name, address of principle place of business, and telephone number of legal entity form whom the contract is to be written.

Name: Integris Inc., doing business as Bull Services

Address: 300 Concord Road

City, State, ZIP: Billerica, MA 01469

Phone Number: (800) 789-1188

2. Principle Officers

Name, address and business telephone number of the principle officers (e.g.: President, Vice President, Treasurer, Board Chairperson) of the Vendor organization.

NAME: Jonathan J. Burbank

Title: President

Address: 300 Concord Road

City, State, ZIP: Billerica, MA 01469

Phone Number: (800) 789-1188

NAME: Michael Berman

Title: Vice President – Public Sector Services

Address: 300 Concord Road

City, State, ZIP: <u>Billerica, MA 01469</u>

Phone Number: (800) 789-1188

NAME: David Bradbury

Title: Chief Financial Officer/Treasurer

Address: 300 Concord Road

City, State, ZIP: <u>Billerica, MA 01469</u>

Phone Number: (800) 789-1188



3. *Organization and Year*

Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Vendor and the year entity was established.

Status: <u>Integris Inc. doing business as Bull Services is a Delaware Corporation and was</u>

established in 2001.

Employer Identification

Fed. I.D. 043574101

State of Michigan

Vendor ID Number 2043574101

4. Vendor Contact

Name, title, address, email, phone and fax numbers for the Vendor's RFP Contact.

Name: Tom Patrick

Address: 822 Centennial Way, Suite 100

City, State, ZIP: <u>Lansing, MI 48917</u>

Phone: (517) 327-2280

Fax: (517) 327-3110

E-Mail tom.patrick@bull.com

2. Contract Performance

Indicate if the Vendor has had a contract terminated for default in the last three(3) years. Termination for default is defined as notice to stop performance which was delivered to the Vendor due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (B) litigated and determined that the vendor was in default. If not such termination exist, the Vendor is to so declare.

Note

If the Vendor has a contract terminated for default in this period, the Vendor shall submit full details including the other party's name, address, and phone number. Acquisition Services will evaluate the facts and may, at its sole discretions, reject the proposal on the grounds of past experience.

Termination: If (a) or (b) apply, please attaché vendor response as an appendix:

- [] (a) Not litigated due to inaction on the part of the Vendor
- [] (b) Litigated and determined that the Vendor was in default
- $[\sqrt{\ }]$ (c) No such terminations exist

3. Vendor Staff Geographic Service Areas

Vendor to describe service areas in the State of Michigan where staff is available to provide all services being proposed. During the contract, as DIT requests services to be provided in specific geographic locations, vendors may negotiate travel expenses outside of this Contract as the user agency budget allows. This question is merely to determine the areas in which the vendor is willing to provide services.

Place a check mark across from each county in which vendor is available to provide services that are being proposed:	
Available for all of the counties in Michigan	√

Bull Services is able to provide services in all counties in Michigan for all Service Categories for which we are responding in this Proposal.



Sub Contractor: Health Management Associates

1. Vendor Identifying Information

Vendor Name and Address

Name, address of principle place of business, and telephone number of legal entity form whom the contract is to be written.

Name: Health Management Associates

Address: 120 N. Washington Square, Suite 705

City, State, ZIP: Lansing, MI 48933

Phone Number: (517) 482-9236

5. Principle Officers

Name, address and business telephone number of the principle officers (e.g.: President, Vice President, Treasurer, Board Chairperson) of the Vendor organization.

NAME: Jay Rosen

Title: President

Address: 120 N. Washington Square, Suite 705

City, State, ZIP: Lansing, MI 48933

Phone Number: (517) 482-9236

NAME: Mary Lannoye

Title: Vice President, Secretary, and Treasurer

City, State, ZIP: <u>Lansing, MI 48933</u>

Phone Number: (517) 482-9236

6. Organization and Year

Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Vendor and the year entity was established.

Status: Corporation, 1985

Employer Identification

Fed. I.D. 38-2599727

State of Michigan

Vendor ID Number 2382599727

7. Vendor Contact

Name, title, address, email, phone and fax numbers for the Vendor's RFP Contact.

Name: <u>Dave Ferguson, Principal</u>

Address: 120 N. Washington Square, Suite 705

City, State, ZIP: Lansing, MI 48933

Phone: (517) 482-9236

Fax: (517) 482-0920

E-Mail dferguson@hlthmgt.com

2. Contract Performance

Indicate if the Vendor has had a contract terminated for default in the last three(3) years. Termination for default is defined as notice to stop performance which was delivered to the Vendor due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (B) litigated and determined that the vendor was in default. If not such termination exist, the Vendor is to so declare.

Note If the Vendor has a contract terminated for default in this period, the Vendor shall submit full details including the other party's name, address, and phone number. Acquisition Services will evaluate the facts and may, at its sole discretions, reject the proposal on the grounds of past experience.

Termination: If (a) or (b) apply, please attaché vendor response as an appendix:

- [] (a) Not litigated due to inaction on the part of the Vendor
- [] (b) Litigated and determined that the Vendor was in default
- $[\sqrt{\ }]$ (c) No such terminations exist

3. Vendor Staff Geographic Service Areas

Vendor to describe service areas in the State of Michigan where staff is available to provide all services being proposed. During the contract, as DIT requests services to be provided in specific geographic locations, vendors may negotiate travel expenses outside of this Contract as the user agency budget allows. This question is merely to determine the areas in which the vendor is willing to provide services.

Place a check mark across from each county in which vendor is available to provide services that are being proposed:	
Available for all of the counties in Michigan	√

Health Management Associates, as a sub-contractor to Bull Services, is able to provide services in all counties in Michigan for all Service Categories for which we are responding in this Proposal.

Sub-Contractor: Baseline Consulting Group

1. Vendor Identifying Information

Vendor Name and Address

Name, address of principle place of business, and telephone number of legal entity form whom the contract is to be written.

Name: Baseline Consulting Group

Address: 15030 Ventura Blvd. #19-707

City, State, ZIP: Sherman Oaks, CA 19403

Phone Number: 818-906-7638

8. Principle Officers

Name, address and business telephone number of the principle officers (e.g.: President, Vice President, Treasurer, Board Chairperson) of the Vendor organization.

NAME: Evan Levy

Title: CEO

Address: 15030 Ventura Blvd. #19-707

City, State, ZIP: Sherman Oaks, CA 91403

Phone Number: 818-906-7638 ext 108

NAME: Jill Dyche

Title: Partner

Address: 15030 Ventura Blvd. #19-707



City, State, ZIP: Sherman Oaks, CA 91403

Phone Number: <u>818-906-7638 ext. 112</u>

NAME: Gordon Levy

Title: Director of Operations

Address: 15030 Ventura Blvd. #19-707

City, State, ZIP: Sherman Oaks, CA 91403

Phone Number: 818-906-7638 ext 101

9. Organization and Year

Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Vendor and the year entity was established.

Status: <u>S Corporation established in 1992</u>

Employer Identification

Fed. I.D. 95-4731282

State of Michigan

Vendor ID Number N/A

10. Vendor Contact

Name, title, address, email, phone and fax numbers for the Vendor's RFP Contact.

Name: Gordon Levy, Director of Operations

Address: 15030 Ventura Blvd. #19-707

City, State, ZIP: Sherman Oaks, CA 91403

Phone: 818-906-7638 ext 101

Fax: 818-907-6012

E-Mail gordonlevy@baseline-consulting.com

Contract Performance

Indicate if the Vendor has had a contract terminated for default in the last three(3) years. Termination for default is defined as notice to stop performance which was delivered to the Vendor due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (B) litigated and determined that the vendor was in default. If not such termination exist, the Vendor is to so declare.

Note If the Vendor has a contract terminated for default in this period, the Vendor shall submit full details including the other party's name, address, and phone number. Acquisition Services will evaluate the facts and may, at its sole discretions, reject the proposal on the grounds of past experience.

Termination: If (a) or (b) apply, please attaché vendor response as an appendix:

- [] (a) Not litigated due to inaction on the part of the Vendor
- [] (b) Litigated and determined that the Vendor was in default
- $[\sqrt{\ }]$ (c) No such terminations exist

3. Vendor Staff Geographic Service Areas

Vendor to describe service areas in the State of Michigan where staff is available to provide all services being proposed. During the contract, as DIT requests services to be provided in specific geographic locations, vendors may negotiate travel expenses outside of this Contract as the user agency budget allows. This question is merely to determine the areas in which the vendor is willing to provide services.



Place a check mark across from each county in which vendor is available to provide services that are being proposed:	
Available for all of the counties in Michigan	√

Baseline Consulting Group, as a sub-contractor to Bull Services, is able to provide services in all counties in Michigan for all Service Categories for which we are responding in this Proposal.



Sub-Contractor: Open Systems Services

1. Vendor Identifying Information

11. Vendor Name and Address

Name, address of principle place of business, and telephone number of legal entity form whom the contract is to be written.

Name: Open Systems Services Inc.

Address: 7810 Kiester Rd

City, State, ZIP: Middletown, Ohio 45042

Phone Number: 937 855-4838

12. Principle Officers

Name, address and business telephone number of the principle officers (e.g.: President, Vice President, Treasurer, Board Chairperson) of the Vendor organization.

NAME: Thomas Coffing

Title: President

Address: 7810 Kiester Rd

City, State, ZIP: Middletown, Ohio 45042

Phone Number: <u>937 855-4838</u>

NAME: Leona Coffing

Title: Chief Financial Officer (CFO)

Address: 7810 Kiester Rd

City, State, ZIP: Middletown, Ohio 45042

Phone Number: 937 855-4838

13. Organization and Year

Legal status and business structure (corporation, partnership, sole proprietorship, etc.) of the Vendor and the year entity was established.

Status: Corporation established in 1993

Employer Identification

Fed. I.D. <u>311602336</u>

State of Michigan

Vendor ID Number N/A

14. Vendor Contact

Name, title, address, email, phone and fax numbers for the Vendor's RFP Contact.

Name: Tom Coffing, President

Address: 7810 Kiester Rd

City, State, ZIP: Middletown, Ohio 45042

Phone: 937 855-4838

Fax: <u>513 779-7323</u>

E-Mail tom.coffing@coffingdw.com

2. Contract Performance



Indicate if the Vendor has had a contract terminated for default in the last three(3) years. Termination for default is defined as notice to stop performance which was delivered to the Vendor due to the Vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Vendor, or (B) litigated and determined that the vendor was in default. If not such termination exist, the Vendor is to so declare.

Note If the Vendor has a contract terminated for default in this period, the Vendor shall submit full details including the other party's name, address, and phone number. Acquisition Services will evaluate the facts and may, at its sole discretions, reject the proposal on the grounds of past experience.

Termination: If (a) or (b) apply, please attaché vendor response as an appendix:

- [] (a) Not litigated due to inaction on the part of the Vendor
- [] (b) Litigated and determined that the Vendor was in default
- $[\sqrt{\ }]$ (c) No such terminations exist

3. Vendor Staff Geographic Service Areas

Vendor to describe service areas in the State of Michigan where staff is available to provide all services being proposed. During the contract, as DIT requests services to be provided in specific geographic locations, vendors may negotiate travel expenses outside of this Contract as the user agency budget allows. This question is merely to determine the areas in which the vendor is willing to provide services.

Place a check mark across from each county in which vendor is available to provide services that are being proposed:	
Available for all of the counties in Michigan	√

Open Systems Services, Inc., under sub-contract to Bull Services, is able to provide services in all counties in Michigan for all Service Categories for which Bull Services is responding in this Proposal.



III-C Vendor Management Performance Forms Bull Services

1 Ability, Capacity and Skills

Vendor to describe the ability, capacity, to include staffing, and skills they possess for delivering IT Services (Note: This is a "What" not a "How" and will be used to assess what the vendor's capacity is for delivering services to DIT on contracted work contracts resulting from this RFP)

Integris Inc. doing business as Bull Services ("Bull Services"), provides IT services to our clients on a project basis, where a project has a specific short term objectives (as in the case of Strategic and Architectural Technology Advise) or a multi-phased project that includes – in the case of Data Warehouse – Assessment, Design, Implementation and Support; or in the case of a Development Project – Inception, Elaboration, Construction and Transition. Bull Services has four primary areas of focus:

Health and Human Services, including Medicare/Medicaid data warehousing and decision support services and related applications development;

Public Safety, Criminal and Civil Justice Services, including multi-agency public safety information data warehousing and decision support, document and work flow management, knowledge-worker portal development and related applications development;

Tax and Treasury Services, including tax filing data warehousing and decision support services for fraud and delinquent tax detection and collection, document and workflow management for case files and audit tracking, and

K-12 Education, including large school districts and state education departments for the design, development and deployment of data warehouse/decision support systems.

In each of the focus areas mentioned above, Bull Services has developed, based on technical specifications, data warehouses, application systems and document management systems that remain viable for many years and provide the basis of the entire IT environment of the user.

As a continuing service to our larger and long standing clients, Bull Services also provides development services in such areas as complex public licensing (e.g. business licensing, contractor licensing, etc.), technology updating of legacy applications, and workflow/process management of complex records management operations.

In the context of any given project Bull Services would assess our capability to meet the requirements of the client with respect to our areas of expertise as stated above, and the required skills, experience, and knowledge to meet or exceed the specifications stated in the RFP. Bull Services has an established group of IT Systems Integrators and Software Engineers who can fulfill the requirements described in the Skill Levels as defined in the State's ITB. Bull Services also has long standing strategic relationships with developers who, if required and applicable, would be offered for consideration as sub-contractors.

Through Bull Services' systems outsourcing business, we provide comprehensive managed hosting services, managed IT services, security, disaster recovery, network, and systems consulting services for the public sector and for commercial clients. Our customers, include Public Sector and Fortune 500 companies, view us as a trusted and strategic partner that can help them manage their mission-critical IT systems that help run their businesses and serve their customers.

We bring world-class project management, total dedication, stability and reliability that our customers need in an outsourcing partner.

2. Describe how you maintain staff/personnel qualifications and capabilities to deliver IT Services.

Bull Services personnel (Project Managers, Systems Integrators, Software Engineers) are generally at the Journey-Person Skill Level or above. Personnel are also generally focused on a set of technologies (i.e.



NCR Teradata for Data Warehousing; Hummingbird, SPSS, Teradata Minor, Business Objects for Decision Support; J2EE or '.NET' for e-commerce; etc.) and their existing skills and abilities are matched to the requirements of the project. Personnel also receive formal training each year to upgrade their technology skills on products like those mentioned above, as well as have periodic attendance at product conferences and tradeshows to expand their awareness of technologies and their evolving capabilities. Bull Services also encourages personnel to participate in formal training and certification programs for such things as Project Management, Quality and Risk Management, and vendor level 'certifications' (e.g. Microsoft, NCR, etc.).

Personnel receive a formal evaluation of their contribution to the project assignments periodically throughout a project (if it is a long duration project) and at the completion of any given project. In addition, personnel have an annual evaluation and skill development plan developed for the following twelve-month period.

3. Vendor to describe what their overall approach to managing and delivering a quality project for a CUSTOMER would be.

For projects at the State of Michigan, Bull Services first applies the Project Management Methodology (PMM) per the requirements of the specific client. In addition, Bull Services employs a specific method in the delivery of quality data warehouse projects for our clients:

Bull Services Data Warehouse Methodology and Support Services – for Data Warehouse/Decision Support projects.

Bull Services acknowledges that the State has established standards in these areas, and that several of the state agencies have their own methodologies. Bull Services has demonstrated our ability to adopt those standards, methods and procedures and deliver successful projects for our State of Michigan clients.

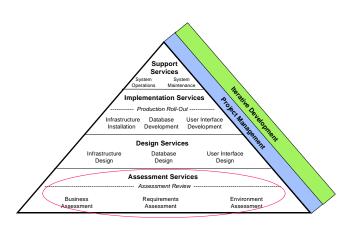
Bull Services Data Warehouse Methodology and Support Services

Bull Services utilizes a four-tiered Data Warehouse Services Methodology to deliver Data Warehouse Systems configured to the individual requirements of its customers. As is illustrated in the Figures below, Bull Services' Data Warehouse Service Methodology consists of:

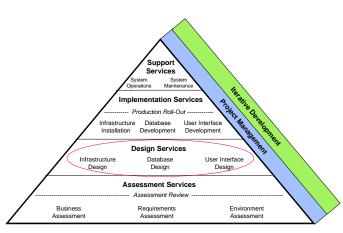
- 1. Assessment Services;
- 2. Design Services;
- 3. Implementation Services; and,
- 4. Support Services.

These Services are coordinated and managed through Bull Services' Project Management Services that are designed to help the customer implement their Data Warehouse System on time and on budget. Bull Services recommends a 'phased' approach in the design, development and population of an integrated data warehouse, one customer business process at a time.





Bull Services' Data Warehouse Assessment Services



Bull Services' Data Warehouse Design Services

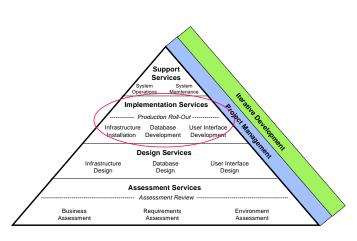
Bull Services' Assessment Services are comprised of three assessment processes: Business Assessment, Requirements Assessment and Environment Assessment. The objective of these processes is to obtain a thorough understanding of the customer's data, analytic and reporting requirements, as they pertain to an organization's business, data, functionality, technical infrastructure and skill set requirements. The information and findings collected throughout Bull Services' Assessment Services provides the foundation for the subsequent Design, Implementation and Support Services. Assessment Services provides the customer with a consolidated view of their requirements and represents a consensus of business rules, data definitions, technical infrastructure issues and skill requirements. This information

provides a holistic view of the business requirements and will help position the customer to receive maximum benefit from the data warehouse and Decision Support

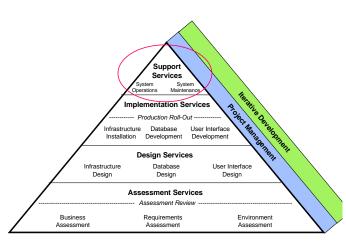
System investment.

Bull Services approaches Data Warehouse **Design Services** from three key perspectives: the data warehouse infrastructure, the data warehouse database and the User Interface, as is illustrated in Figure 1-2. The objective of this phase is to specify the components comprising Bull Services' proposed data warehouse and Decision Support System using three sets of design activities. These tasks result in the creation of a number of design specifications detailing individual warehouse components. These specifications are compiled into a single package and presented to the customer, providing a consolidated set of design deliverables, positioning the customer to effectively move forward with the project.





Bull Services' Data Warehouse Implementation Services



Bull Services' Data Warehouse Support Services

Bull Services approaches warehouse Implementation Services from the same perspectives used in its Design Phase: the data warehouse infrastructure, the data warehouse database and the User Interface. The objective of this phase is to develop, test and implement the components comprising Bull Services' data warehouse and Decision Support System solution.

Bull Services' Implementation Services are comprised of four sets of implementation activities, as is illustrated in Figure 1.3. Once fully executed, these tasks culminate in the delivery of a full-scale, production-ready data warehouse that is tailored to the requirements of each customer. The customer is able to leverage their investment in the data warehouse to realize the envisioned benefits.

Bull Services' Data Warehouse Support Services are comprised of two sets of support activities: System Operations and System Maintenance

The objective of these Services is to provide customers with a level of support that will help deliver optimal Data Warehouse and Decision Support System performance.

These Services can be requested when the customer does not have adequate
Information Technology resources to operate or support the data warehouse and Decision Support System, or requires assistance in performing specific maintenance tasks. Customers need not invest in personnel to perform these services; customer personnel can be better deployed in more suitable tasks.

Our phased approach has helped us bring value to our customers through a well-designed and integrated approach to data warehouse and Decision Support System projects, as well as bring short-term value to our customers, while not loosing sight of the longer-term solution.

Bull Services has learned though each of our successful implementations that the success of each project is highly dependent on following a clear roadmap, and on the close involvement of the end-users throughout all phases of the project. Effective data warehouse systems and Decision Support Systems are not bought off of a shelf, they are built based on the knowledge of the users, the strengths of the data warehouse and



Decision Support System technologies, tools and the experience of the vendor and the vision and focus of the customer.

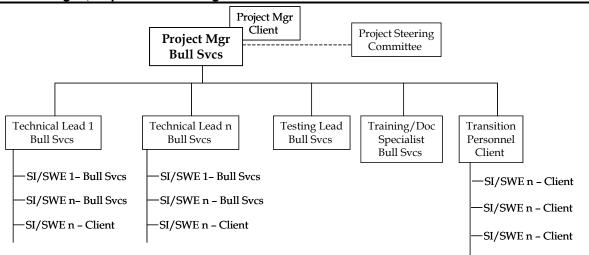
4. Project Team Structure, Internal Controls and Communications.

Describe how you will structure project teams for DIT projects. Also describe what internal controls and/or communications methods you will use to track, monitor and report progress during the project.

Project Structure

The sample Project Team structure of a medium to large project is shown below:





Bull Services assigns a Project Manager to lead the project. The role of the Project Manager is critical to the success of the project. This individual will be responsible for the coordination of the subcontractors, products, and services and any of the client responsibilities. The Bull Services Project Manager will manage the project plan, approval process and change control process.

The Bull Project Manager will act as Site Manager – providing overall coordination of hardware/software installation, firmware upgrades, project technical content activities (e.g. design, development, testing etc.), system performance monitoring activities, user training and documentation as well as hardware procurement and deployment and operations and support transition activities.

The Bull Services Project Manager will serve as the single point-of-contact to the client project manager, steering committee and/or client project sponsor. Bull Services relies on our Project Manager to coordinate all the client decisions and approvals regarding Bull Services' deliverable.

Bull Services provides a team of specialists (Systems Integrators, Software Engineers, etc.) to work with the client over the course of a project. This combined team will be led by the Bull Services Project Manager and will consist of technical leads, subject matter experts, business and data modelers, infrastructure deployment staff, programmers, testing specialists, documentation and training specialists and other personnel as may be identified by Bull Services within the overall project plan for the project.

The Bull Project Manager serves as the single point-of-contact to the client. This individual will act as Site Manager – providing overall coordination of all activities. Clients also have access to Bull Services Practice Managers within our public sector focus areas of Health and Human Services, Public Safety, Tax & Treasury and K-12 Education DW/DSS for escalation of issues, major project reviews etc. Clients also have access to the Bull Services Systems Integration Solutions Division Vice President.



Internal Controls and Communications

<u>Client Approval of Interim and Final Deliverables:</u> A key project control technique is customer review and acceptance of interim deliverables, as well as the final product deliverable. These milestones are included in the Project Plan as well. The Bull Services Project Manager will provide an acceptance process for deliverables for review and approval by client management. The Bull Services Project Manager and client management will mutually agree upon the tasks and deliverables within the Project Plan.

Bull Services has included immediately below examples of a deliverable Approval Process Bull Services recommends to use on client projects. This basic process is reviewed and modified to address the client specific needs.

Bull Services understands and agrees that work performed pursuant to a contract will be performed under the direction of the client project manager and/or client sponsor ("Client Manager").

In order that the parties have a common understanding of certain key project management processes, Bull Services recommends the use of a formal Deliverable Approval Process. We recommend that the Deliverable Approval Process include the following steps:

The required deliverable(s) will be submitted by the Bull Services Project Manager, in writing, to the Client Manager.

The client manager will review the submitted deliverable(s) within the ten (10) days and will provide the Bull Services Project Manager with one of the following written statements for each deliverable:

Notice of Acceptance - formally accepting the deliverable as received or

Notice of Disapproval – formally rejecting the deliverable as received and noting the areas that are not compliant.

The Client Manager will provide such written statement of Acceptance or Disapproval within the defined review period of ten (10) business days, as identified within the project plan, depending on the nature and complexity of the deliverable) upon receipt of any deliverable.

If the Client Manager requires additional time beyond the defined review period, the client will notify the Bull Services Project Manager of such and may accordingly adjust the completion date of the deliverable.

If the Client Manager issues a Notice of Disapproval, Bull Services will have a minimum of five (5) business days (from the date the notice is received) to clarify with the Client Manager the deficiencies described in the Notice of Disapproval.

Immediately following the clarification period, Bull Services will have fifteen (15) business days to correct the specified deficiencies and resubmit the deliverable in writing to the Client Manager.

The Client Manager will review the resubmitted deliverable within five (5) business days and, if the deliverable is acceptable, shall issue a written Notice of Acceptance. If the deliverable is still found to be deficient, the Bull Services Project Manager and the Bull Services Delivery Practice Manager will meet with Client Manager and other client management to establish a mutually agreeable plan to resolve the deficiency.

Both Bull Services and the client management should do what is reasonable and practical to see that the deliverable submission and acceptance process proceeds as smoothly and as quickly as possible. In order to help work toward the success of this process and the project throughout the process, Bull Services may provide the Client Manager with working drafts of certain deliverables. Bull Services would request that the Client Manager review the drafts and provide appropriate feedback in a timely manner. This will



allow Bull Services to incorporate the Client Manager's input before the formal deliverable is submitted. In this way, the approval process will proceed smoothly and quickly.

<u>Change Management:</u> The Bull Services Project Manager will also provide a change control process for review and approval by the Client Manager. This process will be used to document, approve, and manage changes to the project scope or project deliverables. The Bull Services Project Manager and the Client Manager will mutually agree upon changes to be incorporated into the project plan.

The detail of Bull Services Change Management process is as follows:

OVERVIEW

At any time during the life of the project the client management or Bull Services may need to request changes to the products or services associated with the work performed by Bull Services under the terms and conditions of the contract with the client organization. Examples of changes include, but are not limited to, the following:

Timing of deliverables,

Changes in requirements,

Changes in project scope, and

Requests for additional equipment, commercial software or other products or services.

Change during the life of a project is a reality that cannot be avoided. For a project to be successful though, change must be carefully managed. A seemingly minor change can have dramatic consequential effect on the project if it is not managed properly.

The procedures established in the mutually agreed 'change management' document constitute the process that will be used to manage any and all changes in the project. It is essential that this process be closely followed by all parties throughout the life of the project for all changes, irrespective of the scope of the change.

The primary purpose of the change management process is to provide the flexibility to address changes in the requirements, while providing a process that will help maintain the scope of the project within the scope, guidelines and objectives as of Bull Services' Proposal.

The change management process will provide a formal means to:

Request a change,

Identify the impact of a change,

Confirm that the appropriate parties review and approve the change,

Manage the change, and

Maintain a record of the change.

CHANGE REQUEST INITIATION

The key element in the change process is the creation of a Change Request. Upon the identification of the need for a change, a Change Request is initiated by completing a Change Request Form and attaching any documentation necessary to clearly identify the requirements for the requested change in an appropriate level of detail. A sample of Bull Services' Change Request Form is shown on the following page.





Change Request

Project:	Change Request No.:					
Submitted by:	Date:					
Description of Change:	Description of Change:					
Design Specification Reference:						
Reason for Change:						
Date Change Needed:	Reply by:					
Change Request Assessment - To Be Completed by Bull Services						
Received by: Date Received:						
Impact of Making Change vs. Not Making Change:						
Effect on Milestone Deliverables:						
Effect on Final Acceptance Date:						
Effect on Documentation:						
Effect on Maintenance Cost:						
Other:						
Work Estimate: Hours: Start: Finish:	Price Estimate: Hardware: Software: Services: Total:					



Change Request - Page 2

Change Request Resolution

Request Reviewed by:	Date Reviewed:			
Recommendation:				
Change is Within Scope of Project □	Change Is Out of Scope □			
Resolution:				
	,			
Bull Services Signature	Customer Signature			
Date	Date			
Impleme	entation Record			
PMTS Correspondence Tracking System Document Number:				



Once the Change Request Form is completed it must be signed by the Client Manager and forwarded to the Bull Services Project Manager. The Bull Services Project Manager will assign a Change Request Tracking Number to the Change Request and log the request in a permanent Change Request Log. The Bull Services Project Manager will also be responsible for tracking and maintaining a status of the Changing Request throughout its life cycle.

Upon receipt of the Change Request, the Bull Services Project Manager is responsible for immediately forwarding a copy of the Change Request Form, and any attached documentation, to the client manager.

CHANGE REQUEST INITIAL REVIEW

Each Project Manager (the Client Manager and the Bull Services Project Manager) should review the Change Request upon receipt and be prepared to discuss the Change Request at the next Project Status Meeting. The Change Request will be formally added to the agenda of the next Project Status Meetings and will be presented for discussion at that meeting.

The Project Managers will discuss the Change Request and determine if the Change Request is reasonable, and if the Change Request can be implemented without significantly impacting the scope of the project. During this discussion and analysis, certain trade-offs may be found to be necessary and agreeable to the parties. If the Project Managers agree that the Change Request can be reasonably implemented, they should sign the Change Request Form, thereby approving the Change Request for implementation.

If a situation arises whereby a Change Request must be addressed before the next Project Status Meeting, the Project Manager who initiates the Change Request should contact the other Project Managers and establish a meeting to review the Change Request.

If the Change Request is viewed by any of the Project Managers as having, or potentially having, any significant impact on the project, Bull Services will immediately initiate a Change Request Impact Review.

CHANGE REQUEST IMPACT REVIEW

As soon as is reasonably possible, Bull Services shall submit to the client manager a Change Implementation Proposal that documents how Bull Services proposes to implement the changes requested in the Change Request.

The Change Implementation Proposal shall describe any changes in products or services (i.e. timing of delivery, amount of work efforts, timing of deliverables) and shall specifically note if there needs to be an associated price adjustment or Contract change.

The Change Implementation Proposal shall be signed and dated by the Bull Services Project Manager and will be forwarded to the Client Manager.

If Bull Services will need more than 10 business days to perform the impact review, the Bull Services Project Manager shall notify the Client Manager of such, as soon as possible and within the 10 day period, and provide a date when Bull Services will submit the Change Implementation Proposal.

If a price adjustment or Contract change:

Is required, proceed to 5) below (PRICE ADJUSTMENT OR CONTRACT CHANGE IS REQUIRED); or,

Is not required, proceed to 6) below (CLIENT ACCEPTS CHANGE IMPLEMENTATION PROPOSAL) or, 7) below (CLIENT DOES NOT ACCEPT CHANGE IMPLEMENTATION PROPOSAL).

PRICE ADJUSTMENT OR CONTRACT CHANGE IS REQUIRED

If the Change Implementation Proposal identifies the need for a price adjustment or other Contract change, the client manager will notify their respective management of the need for a Contract change and shall establish a process for negotiating any required Contract changes.



The Change Implementation Proposal will not be approved for implementation until the Client Manager provides Bull Services with an appropriately authorized Contract Change Notification and an associated Purchase Order (if there is a negotiated price adjustment.)

Upon issuance of the Contract Change Notification and Purchase Order, (if there is a negotiated price adjustment), the Change Implementation Proposal shall follow the procedures as defined in Section 6 (CLIENT ACCEPTS CHANGE IMPLEMENTATION PROPOSAL).

CLIENT ACCEPTS CHANGE IMPLEMENTATION PROPOSAL

If the Client Manager accepts Bull Services' Change Implementation Proposal, the Client Manager shall sign the appropriate authorization lines at the bottom of the Change Implementation Proposal and shall forward the approved copy to the Bull Services Project Manager. Upon receipt of such authorization, the Bull Services Project Manager will log the proposal as approved and will begin implementing the changes as defined in the Change Implementation Proposal,

Bull Services will not begin implementing any Change Implementation Proposal until the client manager provides Bull Services with an appropriately approved copy of the Change Implementation Proposal, and

The Bull Services Project Manager will provide the client manager with an approved copy of Change Implementation Proposals.

CLIENT DOES NOT ACCEPT CHANGE REQUEST PROPOSAL

If the Client Manager does not accept Bull Services' Change Request Proposal, the Client Manager may:

Withdraw its Change Request,

Modify its Change Request, in which case the procedures set forth above will apply to the modified Change Request, or

Call a meeting of the steering committee (if one is defined) to negotiate a mutually acceptable agreement. Upon reaching such an agreement, either the client will modify its Change Request and/or Bull Services. The procedures set forth above will apply to the modified Change Request or Change Implementation Proposal.

<u>Risk Management:</u> Recognizing the importance of an effective Risk Identification and Management Program, Bull Services initiates its risk process when an opportunity is first identified and continues through to customer delivery and acceptance.

One of the key strengths of Bull Services development methodology is its emphasis on risk identification and management throughout the program management process.

Project Plans always include estimates related to resources, effort required, and delivery timeframes. The accuracy of these estimates depends on many factors, including:

- 1. Common understanding of customer requirements and expectations,
- 2. Skills available,
- 3. Project's uniqueness,
- Time available, and
- 5. Capability of identified customer resources.

The objective of Bull Services' risk management process is to identify potential problems, as well as their resolutions, or mitigation plans, as early in the project as possible. This minimizes threats to the successful completion and delivery of the customer project on a timely basis. The risk management process is based on the following factors:



RISK MANAGEMENT
1. Evaluation
2. Reduction
3. Follow-up
4. Monitoring

Bull Services' methodology helps to guide the management of data warehousing projects through a total quality approach to:

- 6. Provide project continuity on a wide scope from initial consulting to final acceptance,
- 7. Cover general management, financial, legal and technical aspects,
- 8. Allow for as-needed application of appropriate tools and techniques, and
- 9. Incorporate a series of reviews, checkpoints, and audits, including an escalation process, to help provide total quality.

Bull Services' development and testing processes have numerous checkpoints and project controls. Examples include code reviews at the peer and management levels, customer reviews, process walkthroughs and progress reporting. The testing process also includes management controls. Testing of components is performed both individually and as integrated components. Final acceptance testing will be performed by the user community and is designed to test the delivered systems against the defined requirements.

Methods to Track, Monitor and Report Progress

<u>Project Plans:</u> Initial Project Plans are frequently included in a proposal from Bull Services in response to a client requirement (e.g. ITB, ITQ, RFP etc.). Upon contract award, these Project Plans are further detailed and refined, reviewed and approved by client project management, and are the basis for an initial Project Team Kick-Off Meeting – along with a set of briefing documents and presentations developed and approved by client management. The Kick-Off Meeting typically reviews project team organization and reporting logistics, the scope and objectives of the project, a review of the high level technical architecture for the solution to be developed, and a detailed review of the project plan which outlines the process which will be followed to elaborate and construct the solution.

<u>Project Team Meetings:</u> Periodic Project Team Meetings are scheduled to review overall project status and discuss issues and concerns. The Bull Services Project Manager meets with project team members to review progress, examine work products and deliverables and assess work-complete status.

<u>Project Status Reporting:</u> The Bull Services Project Manager reviews and gets agreement on the content and frequency of Project Status Reporting with the client manager and/or project sponsor. The Bull Services Project Manager prepares and issues status reports and reviews the contents with client management. Per the requirements of client management, major milestones may include formal project reviews and formal reviews of deliverables for customer acceptance. These types of reviews are normally 'planned for' within the context of the Project Plan.

Sub-Contractor: Health Management Associates

1. Ability, Capacity and Skills

Vendor to describe the ability, capacity, to include staffing, and skills they possess for delivering IT Services (Note: This is a "What" not a "How" and will be used to assess what the vendor's capacity is for delivering services to DIT on contracted work contracts resulting from this RFP)

Health Management Associates (HMA) supports the IT services of Bull Services by providing subject matter expertise as projects are defined and specifications are developed. HMA's role includes facilitation



of Joint Application Design (JAD) and Rapid Application Development (RAD) sessions. The focus of HMA efforts is to fully explore, articulate and translate user needs into the system design plan that is fully understood by the technical staff working on the project.

2. Describe how you maintain staff/personnel qualifications and capabilities to deliver IT Services.

The HMA staff assigned to projects are experienced end-users/subject matter experts. In addition to previous job experience, HMA participates on an ongoing basis in seminars and in-service product sessions sponsored by Bull Services. HMA staffs also routinely attend relevant industry conferences.

3. Vendor to describe what their overall approach to managing and delivering a quality project for a CUSTOMER would be.

HMA's goal is to provide redundancy and internal review of each project deliverable. When costs or schedules prevent duplicity, care is taken to assure that the staff assigned have exceptional expertise and experience in the subject area and in the systems development process. HMA and Bull Services follow work procedures that include internal reviews and editing before presenting work products to the customer for feedback and acceptance prior to the product being finalized.

4. Project Team Structure, Internal Controls and Communications.

Describe how you will structure project teams for DIT projects. Also describe what internal controls and/or communications methods you will use to track, monitor and report progress during the project.

Overall project management is provided by Bull Services as describes in Section 4.1 above. HMA staff work under the direction and control of the Bull Services management team. For each project, HMA designates a project leader that serves as the principal point of contact for the Bull Services management team.

Sub-Contractor: Baseline Consulting Group

1. Ability, Capacity and Skills

Vendor to describe the ability, capacity, to include staffing, and skills they possess for delivering IT Services (Note: This is a "What" not a "How" and will be used to assess what the vendor's capacity is for delivering services to DIT on contracted work contracts resulting from this RFP)

Baseline has skilled staff in the following areas:

Specialty:

- 10. GIS information systems,
- 11. Welfare and Child Support Analysis,
- 12. Requirements Gathering,
- 13. Data Modeling, and
- 14. Project Management.

Relational database technology:

- 15. Teradata,
- 16. Oracle,
- 17. SQL Server,
- 18. Informix,
- 19. IBM DB2.
- 20. MS Access,
- 21. Sybase, and
- 22. Informix.



Programming Languages:

- 23. COBOL,
- 24. Fortran,
- 25. Basic,
- 26. SQL,
- 27. PLI, and
- 28. Assembler.

Platforms:

- 29. Bull,
- 30. IBM Mainframe Systems,
- 31. Sun,
- 32. HP, and
- 33. NCR/Teradata.
- 2. Describe how you maintain staff/personnel qualifications and capabilities to deliver IT Services.

Each Baseline staff member is required to maintain ongoing training skills through yearly training. Baseline also requires all technical staff members to maintain certifications in their technical focus areas (e.g. NCR/Teradata, Oracle, Microsoft, Business Objects, etc.).

3. Vendor to describe what their overall approach to managing and delivering a quality project for a CUSTOMER would be.

When Baseline is a sub-contractor to Bull Services, the project management and project delivery approach followed is as described for Bull Services in Section 4.1 above.

4. Project Team Structure, Internal Controls and Communications.

Describe how you will structure project teams for DIT projects. Also describe what internal controls and/or communications methods you will use to track, monitor and report progress during the project.

When Baseline is a sub-contractor to Bull Services, the project team structure, internal controls and communications are as described for Bull Services in Section 4.1 above.

Sub-Contractor: Open Systems Services

1. Ability, Capacity and Skills

Vendor to describe the ability, capacity, to include staffing, and skills they possess for delivering IT Services (Note: This is a "What" not a "How" and will be used to assess what the vendor's capacity is for delivering services to DIT on contracted work contracts resulting from this RFP)

Open Systems Services, Inc ("OSS") trains each of its employees extensively on both "People Skills" and "Technical Skills" at a world-class level. OSS currently has 10 Teradata Certified Masters working as full time OSS employees, which as of this writing, represents 10% of the total number of Certified Masters on a worldwide basis. To become a Teradata Certified Master, an individual must pass 6 difficult tests proving their abilities in Teradata Basics, Teradata Physical Database Design, Teradata SQL, Teradata Database Administration, Teradata Application Design, and Application Development.

Each OSS employee has real-world data warehouse experience, has taught classes for OSS on a wide variety of data warehouse topics, and is an author of at least one data warehouse book. OSS can and will supply excellent resources with proven successes for any and all IT services needs.

2. Describe how you maintain staff/personnel qualifications and capabilities to deliver IT Services.



Each employee is interviewed extensively before being hired at Open Systems Services (OSS). OSS hires individuals with proven IT track records and who also show a capacity to communicate well with others. Tom Coffing, President of OSS, personally trains each employee to become a competent public speaker, trainer, and communicator. Each employee is also trained on every aspect of data warehousing including architecture, basics, SQL, data loads and extracts, database administration, database design, and application development. OSS prides itself on employing excellent communicators with an extremely well rounded background in all aspects of data warehousing. OSS has a track record of 100% satisfied customer in its ten years of service.

3. Vendor to describe what their overall approach to managing and delivering a quality project for a CUSTOMER would be.

An OSS project leader works with the Bull Services Project Manager to access client needs, deliverables, time frames, objectives, and expectations. Together Bull Services and OSS staff appropriate resources to deliver quality that exceeds expectations. In a context of a Bull Services contract, OSS works with Bull Services to apply the management and delivery processes to provide a quality project to our clients.

4. Project Team Structure, Internal Controls and Communications.

Describe how you will structure project teams for DIT projects. Also describe what internal controls and/or communications methods you will use to track, monitor and report progress during the project.

When OSS is a sub-contractor to Bull Services, the project team structure, internal controls and communications are as described for Bull Services in Section 4.1 above.

III-E Representative Resumes

Service Category 1: Data Warehouse

The number of personnel we have for each skill level in this Service Category is as follows:

Junior	0
Journey	8
Senior	17
Expert	12
Project Manager	6



Steve Karczewski

Project Manager

Summary of Qualifications

Mr. Karczewski has 30 years experience in the computer industry. He has a strong technical background in integrated solutions. As a project and program manager, he has directed efforts in many areas of application and system development - data warehouse, system integration, software development, application conversion, and communications interfaces.

Mr. Karczewski's abilities in managing project risks and assembling skilled teams have been essential in delivering efficient, state-of-the-art technical solutions for businesses in the public and private sector.

Education

Bachelor Of Science Degree - Monmouth University - 1980 Business Administration - Accounting concentration

Experience

Program Manager

Completed the successful implementation of a \$6M imaging system sold to Florida Department of Environmental Protection (DEP). Was brought in to replace the existing program manager and reestablish customer satisfaction.

Implemented risk avoidance plans

Established strong working relationships with DEP project manager and MIS department.

Program Manager

Managed the successful implementation of the final phase for a \$11M Litigation Support system sold to the State of NJ Department of Environmental Protection.

Planned and scheduled the closeout phase for the States "CRIS" (Cost Recovery Information System).

Re-negotiated contracts with 3rd party integration partners.

Consulting Manager

Managed the Consulting business for the State and Local Government, Education Telecom, and Small/Medium Business Enterprise sales units. Worked with sales managers, sales support consultants, delivery consultants, project managers, and any one of 30 sales representatives from business generation to final delivery of projects and major programs.

Developed 3rd party relationships to deliver technology-consulting services.

Sales Support Manager

Managed the technical sales support for the Healthcare (Hospitals) business in NJ.

Consultant

Provided technical support for the Healthcare and Telecom business segments in NJ. Configured systems for Hospital Information System opportunities.

Proposed, closed, managed the first AI consulting business for the New Jersey District.



Training

International Institute for Learning

The Project Management Certificate Program

Systems Integration Development Center - Digital

Managing successful projects with Digital Project Methodology

Systems Integration Business Workshop

Sales Management - Digital

Numerous other Company-sponsored Training Programs

Recent Relevant Experience:

State of Michigan

Project Manager - Data Warehousing

Data Warehouse Business Development

\$5M Michigan Medicaid Executive Information System / Decision Support System.

Managed the proposal effort. Led project estimation process.

Identified project risks, developed mitigation and contingency plans, estimated costs.

State of Michigan

Project Manager - Data Warehousing

Project Manager for Data Warehouse implementation projects.

Michigan Medicaid Encounter Data system

Developed work plans, with multiple development organizations; met project milestones.

Managed Medicaid program requirements specification

Client Management, set project objectives, and deliverables with the customer

Business Management, developed cost-to-complete estimates and tracking

Project Team management

State of Michigan

Project Manager - Data Warehousing

Managed the successful implementation of the Michigan Medicaid Fee for Service data warehouse.

Managed Y2K system migration

Performed timely identification and resolution of issues, managed detailed project plan, closely managed to the change control process, managed documentation process.



Christina Days

Expert (Data Warehouse)

Summary of Qualifications Chris has extensive experience both at Bull and in state government. Chris has been the Team Leader for a variety of Teradata implementations in Michigan. She has been the Database Administrator for numerous databases for both Bull and the Michigan Family Independence Agency. Chris has an in-depth knowledge of health and human service applications and relational database systems.

Chris has worked with the Teradata Relational Database Management System for over 15 years and is a Certified Implementation Specialist. Her first implementation was as an employee of the Michigan Family Independence Agency. Chris worked for the State of Michigan for 25 years. Her last position was Database Administrator for the Teradata system. Chris has over 15 years experience in Health care and over 20 years in Human Services.

As a State employee, Chris was a critical member of the team who implemented the following systems:

Client Information,

Children Protective Services,

Child Foster Care

Employee Training, and

Medicaid Management Information.

She has been the Michigan Technical Project Leader for the Fee For Service Database Implementation, the Encounter Data Warehouse, the Department of Treasury Data Warehouse, the Department of State Vehicle Data Warehouse, and the EIS/DSS Project, which added many databases to the Department of Community Health Data Warehouse. Chris is now acting as Project Manager for DCH's Data Warehouse Expansion that will put the Data Warehouse into HIPAA Compliance.

Chris attended the St. Joseph Hospital Nursing Program in Paterson New Jersey. She has also attained an Associate Degree in Data Processing from the Lansing Community College as well as various training classes over a 25+-year career.

Ms. Days joined Bull Services in 1996 and brings more than 25 years of experience and expertise in systems development, relational technology, data modeling and database design. She currently coordinates the support activities pertaining to the MDCH Data Warehouse.

For projects in the State of Michigan, Ms. Days is responsible for data management and architecture. Her responsibilities also include supervising the help desk activities and that of handling questions from MDCH users relative to BI-Query and to the use of the Data Warehouse.

Prior to this position, Ms. Days was a Senior Systems Analyst in the Database Administration section of the Michigan Family Independence Agency. She managed the systems and database operation of the Teradata DBC/1012 Relational Database Computer facility. She also contributed in the development and implementation of the NCR5100-based National Drug Code Database.

Education

Experience



Ms. Days' accomplishments include the development and implementation of the 'To Strengthen Michigan Families' (TSMF), Affirmative Action, Children's Protective Services, Children Foster Care, Model Payments, Employment Training, Energy Positive Billing System (CIS Payment History Database), Client Information System (CIS) and Adult Services. She also taught and designed numerous courses in Structured Query Language and GQL. Prior to her MIS career, she cumulated experience in Claims processing, Long Term Care and Third Party Liability Units.

Training

Teradata Certification - E-R Modeling/Physical Design/Data Base Admin.

Recent Relevant Experience:

State of Michigan

State of Michigan -EIS/DSS Project – Led a team of 6 Systems Integrators charged with the task of creating an Executive Information System on the Department of Community Health Data Warehouse, adding nine Public Health Databases including the Michigan Immunization Registry, Birth Records, Death Records, WIC, etc to the Warehouse, as well as tying all these sources together by creating a Unique Client Identifier. In this capacity Chris:

Was responsible for the Project Plan,

Led Joint Application Development (JAD) sessions in order to decide what data from all the new sources was to added to the DCH Data Warehouse,

Authored the Requirements Definition Document,

Authored the Quality Insurance Document for the new system,

Was responsible for the Logical and Physical Database Design on the Data Warehouse,

Led the effort to copy the various Legacy database to the Data Warehouse,

Led the effort insure that all DCH documentations standards were use, and

Assisted the DCH staff to define their security requirements for sharing the new data added to the warehouse.

State of Michigan

State of Michigan - DW Expansion - Project Manager for DCH's Data Warehouse Expansion effort, which includes:

Bringing the Warehouse in HIPPA compliance, and Adding the Minimum Data Set for Nursing Homes, OASIS, and Home Health databases to the DCH Warehouse.

Responsibilities Include:

Develop and Implement the Project Plan,

Lead Requirements sessions to identify what is needed to implement HIPAA Requirements and the MICIS data on the Warehouse,

Lead effort that all DCH Documentation standards are met,

Meet with DCH Steering Committee to give status,

Lead Data Modeling Effort, and

Lead Implementation Strategy for editing and loading data to the DCH Warehouse.



Steven Mays

Senior Consultant (Data Warehouse)

Summary of Senior systems developer, experienced in all phases of data warehouse

Qualifications and data mart development - business requirements, functional

specifications, database modeling, analysis and design, front-end GUI

development, testing, documentation and deployment.

Education 1985, Bachelor of Science, Purdue University, West Lafayette, Indiana

Experience See Recent Relevant Experience below.

Training Teradata, Oracle, SQL Server, Access, Informix, Progress.

Windows3.x/95/98/NT, (DOS 3x - 6x), Unix (Unixware, AT&T, BSD, AIX, SCO, Xenix), Novell Netware. SQL, Visual Basic (3-5), HTML, BBx-I-IV,

COBOL, Pascal, Unix, AWK, SED, Borne and 'C' shells. ERwin,

MicroStrategy (DSS Architect & Agent), Andyne GQL, Netscape Netserver,

Cognos Impromptu, Netscape NetServer, Crystal Reports & Server,

HAHTsite, MKS Source Integrity, Cold Fusion

Recent Relevant Experience:

Education 1991-1995 Benedict College Columbia, SC

Bachelor of Science Degree in Computer Science

Magna Cum Laude (3.9+/4.0 G.P.A.)

Experience Open Systems Services (OSS) – June 2001-Present

Sr. Software Engineer Consultant – Open Systems Services (OSS)

Developed Fastload/Multiload/Tpump population scripts and ETL scripts to perform extraction, transformation, and loads into Teradata. Also worked extensively with users to guide and correct SQL using BI/Query and MicroStrategy to develop applications. Also worked on Data Conversion team converting data from legacy systems for Laidlaw Environmental Services. Robert has been responsible for developing and training on Teradata classes as well as MicroStrategy courses for OSS Data Warehousing. He has also been trained as a professional speaker and has

outstanding communication skills

NCR West Columbia SC 2000-June-2001

Sr. Software Engineer - Teradata E-Business Engineering Center of Expertise NCR E-Business Teradata @ctive Warehouse Release 2 and 3 - Engineering.

Developed Fastload/Multiload population scripts and ETL scripts. Organized parallel data generation methodology that enabled Release 2 to meet targeted

completion date.

Awarded for the above development accomplishments as recommended by Manager.

Led Conversion Project from MicroStrategy version 6 to 7. SCT Utility Systems Columbia South Carolina 1997-2000

Sr. Programmer/Analyst (Oracle, PL/SQL, SQL*PLUS, Unix, MicroFocus

COBOL)

Training MicroStrategy 6, 7, Oracle (SQL*PLUS, PL/SQL)

DB2, Sybase, Microsoft Access, MicroFocus COBOL / CICS/ C coding

Data Modeling Training, XML Train Teradata Certified Master Teradata Certified SQL Specialist, Fastload, Multiload, BTEQ,

ETL Scripts, UNIX, Speech Doctor

Recent Relevant Experience:

State of Michigan Consulted at the State of Michigan as a Database Administrator. Worked



with the customers to tune queries, increase performance, and ensure the

Teradata box was tuned and efficient.

State of Utah as an ETL loads and application development.

Worked with BI/Query and other tools to meet customer objectives.

Other Customers Consulted and trained on Teradata and Microstrategy at SCANA, State of Utah,

Bank of America, Intel, Blue Cross Blue Shield Texas, and Southwestern Bell.



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ATTACHMENT B EXAMPLES OF POOR PERFORMANCE

EXAMPLES OF POOR PERFORMANCE

The examples given apply to contract awarded on a time and materials or fixed price basis unless otherwise indicated. Poor Performance includes but is not limited to the following examples. Poor Performance may raise to the level of a material breach that may result in cancellation of the Primary Contract and/or any Work Contract.

- 1. Failure to meet a due date and/or an acceptable deliverable:
 - a. Missed due date but deliverable satisfactory when delivered;
 - b. Made the due date but the deliverable was unacceptable; or
 - c. Both missed due date and deliverable when submitted was unacceptable.
- 2. Failure to provide staff qualified to perform the work.
- 3. Failure to be responsive to Second Tier RFPs:
 - a. Cumulative failure to submit responsive proposals.
 - b. Cumulative failure to be awarded contracts.
- 4. Failure by firm's management to be responsive to identified performance issues. (As identified by a Letter to Cure)
- 5. Failure to perform as specified by contractual terms agreed to by signing original contract, e.g. breach of confidentiality of data.
- 6. Failure to promptly correct (as detailed in a letter to Cure) deficiencies identified by the State in a deliverable or in the performance of a task.

ATTACHMENT C PRICING

Category 1: Data Warehouse Section III -F - Cost Proposal

The State of Michigan Department of Information Technology will receive immediate access to competitive pricing on the Information Technology services as requested in the RFP. The following not-to-exceed rates are proposed to the State of Michigan Department of Information Technology in support of its effort to prequalify vendors to provide high quality information technology services. In preparing our response and pricing, Bull Services carefully considered the breadth of the skills requested in each of the categories, and offers not-to-exceed rates that encompass the large spectrum of skills requested per category. Bull Services looks forward to offering the State of Michigan market competitive pricing for specific skill sets as defined during the Tier II Work Statement Process.

Service Categories	Junior	Journey	Senior	Expert	Project Manager
Data Warehouse	\$155.00/hr	\$185.00/hr	\$230.00/hr	\$255.00/hr	\$255.00/hr

......CONTRACT #071B3001392

EXHIBIT A

TIER 2 WORK REQUEST PROCESS (Sample Format Attached)

EXHIBIT "A" - SECOND TIER WORK REQUEST PROCESS

Once the IT Services Contract Program Primary Contract Vendor List (PAVL) has been established, DIT will use the PAVL to administer the second phase of the process, referred to as the Second Tier **Work Request** Process, on behalf of DIT. DIT Personnel in need of IT Services will have access to information on qualified vendors, by category, via Primary Contracts. DIT will identify their requirements using the <u>WORK REQUEST TEMPLATE</u> found in this Exhibit for one of the five service categories.

All vendors (within the appropriate service category) will be notified of the WORK REQUEST. The WORK REQUEST will contain a Statement of Work, proposed method of compensation (fixed price or time and materials), the period of performance and any special terms to the work contract. The vendors' responses to the WORK REQUEST will be evaluated based upon a set of criteria pre-established by the user agency specifications.

Second Tier Work Request Process

- 1. DIT receives Second Tier Work Request Process procedural training.
- 2. DIT accesses Acquisition Services Second Tier information, including category information, information on qualified vendors and the contracting process.
- 3. DIT ensures that WORK REQUEST contains measurable minimum qualifications based deliverables.
- 4. DIT performs Portfolio Risk/Severity assessment to determine appropriate approval levels
- 5. DIT emails WORK REQUEST to all vendors.
- 6. Vendors submit WORK REQUEST responses (response to statement of work, resume(s) and proposal) to DIT within specified time.
- 7. DIT conducts evaluation/checks references/interviews, negotiates and executes IT Work Contract with Contractor.
- 8. Vendor bills DIT for services that have been provided according to terms of Primary Contract and Work Contract.
- 9. DIT tracks Work Contract purchases against each Primary Contract and provides (quarterly) usage report to Acquisition Services.
- 10. DIT completes vendor performance "report card" and forwards copy to Acquisition Services.
- 11. Acquisition Services records and tracks vendor performance.

Method of Compensation

In each WORK REQUEST, DIT will select or propose a method of compensation that it believes to be in the agency's best interests and /or most reasonable and feasible based on the circumstances under which the services are to be provided. Generally, contracts/work contracts, time and material factors such as the nature of the tasks to be performed, the duration of the project, the expected work products/deliverables, etc., will be taken into consideration in proposing and determining the appropriate method of compensation. In addition, in certain cases, use of performance measures and/or incentives to improve work performance and ensure timely completion of projects may be included.

Information Technology Services Work Request This Work Request is issued under your Contract with the Department of Management & Budget, Acquisition Services (DMB), as established as a result of Request For Proposals # 071I200xxxx.				
Project Name:				
Date Issued:			Respond By:	
	Category of	Service	Requested	
	rements/needs asser		/system design/quality assurance vice	
	Required Skill	Catego	ory Requested	
Junior – a minimum of one (1) year of recent experience and demonstrated knowledge, skills and abilities Journey – a minimum of three (3) years of recent experience and demonstrated journey level knowledge skills, and abilities Senior – a minimum of five (5) years of recent experience, and demonstrated superior knowledge, skills, and abilities Expert – a minimum of ten (10) years of increasing levels of responsibilities, and supervisory or management responsibility Project Manager – Expect skills plus a minimum of three (3) years of recent experience in managing projects (start date) through (end date)				
	Project Ba	ckgroun	nd/History	
	Droject	Soons	of Work	
Project Scope of Work				

			P	Project Deliverables		
		Other F	Fac	ctors for this Work Request		
				· · · · · · · · · · · · · · · · · · ·		
		AGENCY	ΥΙ	Project Manager Information		
AGENCY	Project Manager:					
	Title:					
Phone:		Email:			Fax:	

SAMPLE FORMAT